

PROFESSIONAL SERVICES CONTRACT

Contract #0000000000000000000015273

This Contract ("this Contract"), entered into by and between the **Indiana Department of Administration on Behalf of All State Agencies** (the "State") and **Midwest Transit Equipment Inc** (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor

The Indiana Department of Administration on behalf of All State Agencies is establishing a quantity purchase agreement (QPA# 15273) with the Contractor to provide the following vehicle types for the State of Indiana and all services necessary to provide new vehicles as set forth in RFP 16-011 and Contractor's response attached hereto in the incorporated Exhibits and made a part of this Contract herein by reference:

- Low Floor Minivan
- Small Transit
- Large Transit

The following Contract Exhibits are hereby included in this Contract and incorporated herein by reference as follows according to Section 34 of this Contract (Order of Precedence):

- **Exhibit A – Vehicle & Accessory Pricing**
- **Exhibit B – Performance Metrics and Corrective Actions**
- **Exhibit C – Minimum Vehicle Specifications**
- **Exhibit D – RFP 16-011 Documents**
- **Exhibit E – Contractor's Response to RFP16-011**

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

A. Entities Eligible to Utilize Contract

1. State Agency

As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.

2. LibraryIndiana

The Contractor shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.

3. Extension of Other Governmental Entities/OneIndiana

The Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana ("Governmental Entities"). Other Governmental Entities are defined as: An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution. The Contractor shall work with the State to provide access and the means to make purchases through the OneIndiana purchasing portal which can be accessed at OneIndiana.net.

4. Unless otherwise specified within this Contract, the term "Requesting Entity" shall refer to entities/procurement initiatives 1 -3 as set forth in Section A, Entities Eligible

to Utilize Contract. Ordering and/or usage instructions exclusive to State Agencies or Governmental Entities shall be identified within each article.

B. Order Confirmation

The Contractor is required to provide an order confirmation to the Requesting Entity within five (5) business days from receipt of the Purchase Order and all required support and ordering information, including item description (including vehicle make, model, model year, any add-on accessories and options), quantity, vehicle order number(s), contact information, purchase order number, unit price, extended price, delivery fees, total price, and the delivery date agreed to by the Contractor and the Requesting Entity.

C. Delivery Requirements

Delivery of the new vehicle(s) ordered by the projected delivery date is crucial to the Requesting Entity. The Contractor shall use commercially reasonable best efforts to maintain a Fill Rate of 100% delivery of new vehicles within the maximum delivery date range of 120 calendar days from Order Confirmation Date, or a date otherwise mutually agreed upon by the Requesting Entity and the Contractor. The Contractor shall use commercially reasonable best efforts to meet the requirements specified by each Requesting Entity and to deliver to all current and potential delivery sites or points of use within the State of Indiana.

If for any reason the Contractor is unable to meet the maximum delivery date of 120 calendar days or the date that was otherwise mutually agreed upon for a vehicle, the Contractor shall be subject to consequential Invoice Credits and corrective actions as described **Exhibit B – Performance Metrics and Corrective Actions**.

There shall be no delivery charge for the following delivery locations: Marion County, INDOT Facility in Greenfield, and Camp Atterbury – DNR Quartermaster facility in Johnson County.

D. Order Due Date Notification and Guarantee

The Contractor is required to notify the State immediately when manufacturers' final order due dates are released. All orders received by the Contractor on, or prior to a manufacturer's final order due date shall guarantee delivery of the vehicle as described on the purchase order at the contract price. If a vehicle that is ordered before the manufacturer's order due date (as last communicated in writing to IDOA) is out of stock or out of production, the Contractor must honor the originally ordered vehicle's pricing on the newer year model or a functionally equivalent vehicle that is acceptable to the Requesting Entity.

If the Contractor provides a replacement vehicle that is acceptable to and approved by the Requesting Entity, but after the original delivery date or a revised date approved by the Requesting Entity, the Contractor will be subject to the Delivery and Pick Up Timeliness metric's Invoice Credit calculation as detailed in **Exhibit B – Performance Metrics and Corrective Actions**.

If the Contractor and the Requesting Entity cannot come to an agreement on a replacement vehicle that is acceptable to the Requesting Entity within five (5) business days, the Requesting Entity may cancel the order at no cost. The Contractor will also be subject to the Order Fill Rate metric's Invoice Credit calculation as detailed in **Exhibit B – Performance Metrics and Corrective Actions**.

E. Vehicle Requirements

Minimum specifications for each vehicle type can be found in **Exhibit C – Minimum Vehicle Specifications**.

F. Vehicle Drivable Upon Delivery

All vehicles sold under this contract shall be fully serviced as per the manufacturer's pre-delivery recommendations and all equipment accessories and options are to be installed with the adjustments made that are required to prepare the vehicle for immediate and continuous operation. All necessary fluids must be filled to the maximum level. The gasoline tank must contain at least three (3) gallons of fuel when delivered.

G. Advertisements on Vehicle

All vehicles sold under this contract shall not have any advertisement or dealer logo of any kind affixed to the vehicle. Only information required by law shall be affixed to the vehicle.

H. Odometer Limit

All vehicles sold under this contract must be delivered or picked up with less than 1,000 miles on the odometer. If the Contractor believes that a vehicle will have 1,000 miles or more on the odometer before delivery or pickup, the Contractor must seek the written approval of the Requesting Entity and IDOA Contract Manager. The Requesting Entity and IDOA has the authority to reject any vehicle that has 1,000 miles or more on the odometer if the Requesting Entity and IDOA did not already agree to such mileage in writing.

I. Reporting

The Contractor shall provide IDOA with the reports listed below as well as any reports requested by the State on an ad hoc basis.

- a. **Monthly Sales Report:** The Contractor shall submit to IDOA a monthly sales report on the 15th of each month documenting the sales for the past month. Reports shall include, but are not limited to:
 - Requesting Entity Name
 - End-user Type (State Agency, School, Local Government, other)
 - Purchase Order Number and Date of Order
 - Estimated Date of Delivery
 - Vehicle model year, make, model and any other accessories or options purchased
 - Price per unit
 - Quantity ordered
 - Extended Price
- b. **Quarterly non-QPA Sales Report:** The Contractor shall submit to IDOA a quarterly report that documents any sales made to State of Indiana Agency customers but not under the auspices of this QPA. For example, the Contractor will include vehicles that are not an approved QPA model in this report. The report will contain the same data points and shall be in the same format as the monthly sales report.
- c. **Quarterly Performance Report:** The Contractor shall submit to IDOA a quarterly performance report on the 15th of each month, documenting the degree to which the Contractor met the performance metrics outlined in Section 1.4.14 over the past month.
- d. **Quarterly Other Governmental Bodies Report:** The Contractor shall submit to IDOA a quarterly report that documents any sales made to Other Governmental Bodies that falls under the auspices of this QPA.
- e. **Close-out Report:** The Contractor shall submit to IDOA a close-out report within one hundred twenty (120) days after the expiration of the contract. The close-out report must cover all sales now shown on the final monthly report and reconcile all errors and credits. If the Contractor reporting all sales and reconciled all errors and credits on the monthly sales report, then the Contractor should show zero (0) sales in the close-out report. The report will contain the same information and shall be in the same format as the monthly sales report.

All reports shall be submitted in a Microsoft Excel template provided by IDOA at the start of the contract term.

J. Auditing

The State reserves the right to audit at any time the Contractor's dealer invoices, factory invoices, evidence of holdbacks and dealer incentives, customer incentives, published price lists, or any other evidence establishing the Contractor's net cost, upon request.

K. Timely Response to Inquiry

The Contractor shall respond to comments or questions from the State or any Requesting Entity within one (1) business day. For all unresolved questions older than two (2) business days, the Contractor shall contact the questioner and provide an estimated date of when the answer will be communicated. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit B – Performance Metrics and Corrective Actions**.

For requests for quotes on non-QPA items, or accessories, for vehicles covered by this contract, the Contractor shall acknowledge the Requesting Entity with an email confirmation response within two (2) business days. The Contractor shall provide the requested quote within seven (7) business days. If the requested item is past the Order Due Date or not available for order then the requested quote is not required and notification of such is required within two (2) business days of the initial request. If the Contractor fails to meet this requirement, the Contractor shall be subject to all applicable corrective actions in **Exhibit B – Performance Metrics and Corrective Actions**.

L. Quarterly Business Review (QBR)

A quarterly business review shall take place among the Account Managers, State Agency Representatives, and the State Contract Manager to review the quality of service provided to the State by the Contractor. It is at this time that the State will score the Contractor on a variety of performance criteria, including, but not limited to, the performance metrics described in **Exhibit B – Performance Metrics and Corrective Actions**. The Contractor will also have the opportunity to provide the State with suggestions on how to improve its own processes relating to vehicles.

2. Consideration

The State shall pay for the vehicles that meet the minimum specifications in **Exhibit C – Minimum Vehicle Specifications** according to the following:

- Vehicles purchased through this contract shall be priced using a flat Purchase Price as specified in **Exhibit A – Vehicle & Accessory Pricing**, for the first year of the contract. For each subsequent year, a Fixed Annual Price Increase shall be utilized to amend the purchase price if necessary.

The Contractor shall be paid, in arrears, for the vehicle purchase price as set forth in **Exhibit A – Vehicle & Accessory Pricing**, attached hereto and incorporated herein. Total remuneration under this Contract shall not exceed **\$5,000,000.00**.

Price Decrease Reciprocation

If, during the contract term, the Contractor's costs from the manufacturer for a vehicle, accessory, option or any other equipment or product sold under this contract decrease, the Contractor shall notify the State of such decrease to pass along any cost savings to the State. In addition, the State shall receive any other incentives offered at the time of sale of each vehicle in addition to the guaranteed Incentives.

3. Term

This Contract shall commence on the last date of State Signature and shall remain in effect for a period of twenty-four (24) months. There may be two (2) one-year renewals for a total of four (4) years at the State's option.

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title, and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, et. seq. and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

8. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This

Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., the regulations promulgated thereunder. If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

1. The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) The Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
2. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information.

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
 - 1. Furnish phase-in training; and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.
- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension

The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within 30 business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within 30 business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action

against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- D. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option

Deleted by mutual agreement of both parties.

20. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. Any previously issued purchase orders to Contractor shall be honored by the State or Requesting Entity and shall not be affected by funding cancellation.

22. Governing Law

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance

- A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:
1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
 2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
 3. Errors and Omissions, deleted by mutual agreement of both parties.
 4. Fiduciary Liability, deleted by mutual agreement of both parties.
 5. Valuable Papers coverage, available under an Inland Marine policy, is recommended when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.
 6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s), deleted by mutual agreement of both parties.
 7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.
- B. The Contractor's insurance coverage must meet the following additional requirements:
1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
 4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. Key Person(s)

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are N/A.

29. Licensing Standards

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

30. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance

Deleted by mutual agreement of both parties.

32. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws,

regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

33. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Megan Lawson, Contract Manager
Indiana Department of Administration
Procurement Division
402 W. Washington Street, W468
Indianapolis, IN 46204

Notices regarding all orders shall be sent to:

Dan Setty, Regional Sales Manager
Midwest Transit Equipment Inc.
4500 S. Indianapolis Rd.
Whitestown, IN 46075
Email: dan.setty@midwesttransit.com

Notices regarding contractual issues shall be sent to:

Barry C. Huebner, President
Midwest Transit Equipment Inc.
4500 S. Indianapolis Rd.
Whitestown, IN 46075
Email: barry.huebner@midwesttransit.com

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence; Incorporation by Reference

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this contract, (2) attachments prepared by the State, (3) RFP# 16-011, (4) Contractor's response to RFP# 16-011, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

36. Payments

- A. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

37. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC §34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

41. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

42. Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. Taxes

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

44. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. Termination for Default

- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;

3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. The State reserves the right to allow or disallow the Contractors participation in future solicitation opportunities, as a prime or subcontractor, for a period of two (2) years from the date of the notice of termination. A letter from the Commissioner of the Indiana Department of Administration shall be required to participate on future solicitations within the two (2) year time frame

46. Travel

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. Indiana Veteran's Business Enterprise Compliance.

Deleted by mutual agreement of both parties.

48. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2015 OAG/ IDOA Professional Services Contract Manual) in any way except for the following clauses which are named below:

19. Employment Option, 21. Funding Cancellation, 27. Insurance, 31. Minority and Women's Business Enterprises Compliance, 36. Payments, 45. Termination for Default, 47. Indiana Veteran's Business Enterprises Compliance

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

Agreement to Use Electronic Signatures

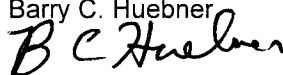
I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Midwest Transit Equipment Inc

By: Barry C. Huebner



Title: President

Date: March 4, 2016

Indiana Department of Administration

By:

Title:

Date:

| | |
|---|---|
| Approved by: Department of Administration By: _____ (for) Jessica Robertson, Commissioner <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i> | |
| Approved by: State Budget Agency By: _____ (for) Brian E. Bailey, Director <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i> | Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Gregory F. Zoeller, Attorney General <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i> |

Exhibit A – Vehicle & Accessory Pricing

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

The Contractor shall extend the pricing options of RFP# 16-011 to all State Agencies, libraries, and Governmental Entities, as defined in the Master Services Agreement **Section 1 (A)**.

Vehicle Pricing

| | |
|--------------------------------------|--|
| Manufacturer: | MINIVAN = DODGE/BRAUN ENTERVAN; SMALL & LARGE TRANSIT = FORD/ELKHART COACH |
| Model: | MINIVAN = GRAND CARAVAN/ENTERVAN; SMALL & LARGE TRANSIT = E SERIES/EC11 |
| Model Year Order Cut Off Date | TBD |

| | | Low Floor Minivan | Small Transit | Large Transit |
|-----------------------|---|-------------------|---------------|---------------|
| Vehicle Costs | Year 1 Purchase Price | \$33,803.00 | \$46,601.00 | \$52,876.00 |
| Delivery Costs | Cost Per Mile: NO CHARGE IF PICKED UP AT WHITESTOWN, IN LOCATION OR THOSE LISTED IN RFP. ALL OTHERS ARE \$1.50/MILE | \$ 1.50 | \$ 1.50 | \$ 1.50 |
| Total Cost | Total Cost (assuming 50 miles for delivery, and not to a location that the RFP has indicated delivery will be at no charge) | \$33,878.00 | \$46,676.00 | \$52,951.00 |

| | | |
|------------------------------------|--|-------|
| Fixed Annual Price Increase | Purchase Price increase percentage for each year of the contract | 2.00% |
|------------------------------------|--|-------|

Optional Equipment Pricing

| | Price |
|---|--|
| Low Floor Minivan | Additional Cost or Reduction (\$) |
| Forward Facing Rear fold away Center Seat: CE White ADA-35, Braun 125 Fold-A-Way or equivalent. This seat must meet all standard specifications listed in this bid. Seat shall have vinyl fold up armrest to match seat color on the right side. Fabric and color shall match OEM. <u>(Option Must be Available)</u> | \$ 1,183.00 |

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| Optional Occupant Restraint #1 An optional Occupant restraint shall be provided that will integrate with the provided retractable wheelchair securement system. This occupant restraint system shall consist of a non-intrusive attachment point at the passenger B and passenger (right side) C pillar which will allow for the easy attachment of an integrated adjustable Manual shoulder belt and include an integrated adjustable Manual lap belt. This lap belt shall have appropriate attachment points that are consistent with the pin connectors at the top of the provided retractors. This option would be ordered in conjunction with the option for the forward facing fold-away center seat. | \$ 86.00 |
| Optional Occupant Restraint #2: An optional Occupant restraint shall be provided that will integrate with the provided retractable wheelchair securement system. This occupant restraint system shall consist of a non-intrusive attachment point at the passenger B, passenger (right side) C, and driver side (left side) C pillar which will allow for the easy attachment of an integrated adjustable Manual shoulder belt and include an integrated adjustable Manual lap belt. This lap belt shall have appropriate attachment points that are consistent with the pin connectors at the top of the provided retractors. <i>This option would be ordered in standard vehicle (without the forward facing fold-away center seat).</i> | \$ 156.00 |
| Sur-Lok GO2 Oxygen tank holder | \$ 265.00 |
| Diagnostic scanner tool, available for purchase if requested | \$ 275.00 |

| | Price |
|---|-----------------------------------|
| Small Transit Vehicle Optional Equipment | Additional Cost or Reduction (\$) |
| Optional Chassis (for Standard Lift Equipped Vehicle): Gasoline engine that meets or exceeds a displacement of 305 cubic inches (6.0 liters), V-8. Minimum GVWR 12,300 pounds. Heavy duty alternator (in lieu of the OEM 145 amp alternator) – Penntex PX-520R, Mitsubishi A4TJ0181 or approved equal. The engine shall be of heavy-duty design and construction. The engine shall be equipped with oil bath or replaceable element dry type air cleaner, replaceable element full flow oil filter, and an engine block heater. This chassis will incorporate all specifications, dimensions and standard items listed for the standard body size, except as noted in this option to the extent possible. | \$ 5,080.00 |
| Deluxe Driver's Seat: Recaro LXS or approved equal. | \$ 1,050.00 |
| Public Information System: The vehicle shall be equipped with a public information system permitting the driver, or recorded human speech messages, to announce stops and provide other passenger information within the vehicle. The system shall consist of, at a minimum, a hand held microphone located within easy reach of the driver, a transmitting power source, and at least one speaker located in such a manner that all messages can be easily heard by all passengers located anywhere in the vehicle. An external speaker shall also be provided. A three position driver switch shall be located in the driver's area that allows activation of inside only, outside only or both PA speakers. The public information system may be incorporated into the vehicle's AM/FM/CD radio system. | \$ 150.00 |

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| <p>Passenger Call Bell System: A passenger call bell or chime system shall be provided to inform the driver and passengers that a stop has been requested. The chime shall be clearly audible to the driver and passengers. When the passenger call bell cord is pulled, the chime shall ring only once. In addition, a light on the dash shall come on informing the driver that a passenger has requested a stop. A ceiling or front header mounted stop requested sign shall also illuminate to notify passengers a stop has been requested.</p> <p>The call bell cord shall be yellow, stainless steel cord located within easy reach of all ambulatory passengers and mobility-aid users. It shall be mounted no higher than 48 inches and no lower than 15 inches above the floor, shall be operable with one hand and shall not require tight grasping, pinching or twisting of the wrist. The force required to activate controls shall be no greater than 5 lbf. A switch bell shall be provided on the driver's console to disable the call bell or chimes when desired.</p> | \$ 350.00 |
| <p>Solid Color Paint Scheme: Instead of painting the exterior of the vehicle white or off-white, the entire vehicle (roof and body) shall be painted one solid color from those offered in the manufacturer's list of available colors.</p> | \$ 5,006.00 |
| <p>Two-Way Radio Wiring: To allow two-way radio and antenna installation, including a 12 volt power lead with 20 amp fuse, ground plane with interior door, and conduit with pull wire.</p> | \$ 135.00 |
| <p>Locking Fare Box With Two Vaults: A fare box shall be of the type for and include a stainless steel stanchion. The farebox shall be 14.5 inches to 16 inches high, 4 and 3/4 wide, and 6 inches deep (all dimensions are approximate). The mounted height shall be adjustable to a maximum of 36 and 1/2 inches. The farebox will have one vault and will accept dollar bills. Vaults will pull easily from the front of the box for removal and shall lock automatically during the removal. The box shall have an approximate 270 degree viewing area and the fares shall be displayed on a large illuminated inspection plate. The inspection plate dump handle shall be installed on the right side of the fare box. A minimum of two keys shall be provided for the vault. The Respondent shall provide descriptive material of the farebox to be furnished to the purchaser.</p> | \$ 1,420.00 |
| <p>Changeable Front And Side Destination Signs: Twinvision Mobilite LED sign or approved equal. The Respondent shall provide descriptive material of the destination signs to be furnished as part of the bid</p> | \$ 3,475.00 |
| <p>Stainless Steel Full Wheel Covers/Inserts/Liners.</p> | \$ 200.00 |
| <p>Publications: Respondent shall provide one (1) each of the following publications to the purchaser:</p> <ul style="list-style-type: none"> - Chassis shop Manual; - As built body electrical wiring diagrams; - Bus body parts manual; - Dealer Warranty and Policy Procedures Manual; - Copies of complete operation and maintenance manuals covering complete apparatus. | \$ 750.00 |
| <p>Additional Mobility-Aid Position: Indicate the cost of adding (in addition to the existing positions) one (1) additional mobility-aid position. Note: "L" track must run full width of vehicle for additional wheel chair position.</p> | \$ 700.00 |
| <p>Dual Language Signage: Provide dual language (English/Spanish) signage, which indicate that seats in the front of the vehicle are priority seats for persons with disabilities, and that other passengers should make such seats available to those who wish to use them. At least one set of forward-facing seats shall be so designated. Each securement location shall have a sign designating it as such. All other standard specifications for signage shall apply.</p> | \$ 20.00 |

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| Delete Lift: Delete wheelchair lift and wheelchair entry door. Replace forward-facing flip seats and wheelchair lift/securement with forward-facing aisle seats. Total seated capacity shall be 12 plus the driver. Delete all other lift related items. (Option Must be Available) | \$ (3,620.00) |
| Delete Moveable Arm Rests: on fixed seats (adjacent to aisle) and on flip seats. Credit per seat. | \$ (10.00) |
| Emergency Exit Window(S): In lieu of a rear emergency exit door, the rear of the vehicle shall have a rear emergency exit window with a minimum clear opening of at least 20 inches high by 40 inches wide for emergency escape. The rear emergency window shall be hinged from the top. Window must include interior and exterior Emergency Exit signage and must meet all FMVSS requirements. | \$ (200.00) |
| Emergency Window(S) Ajar Warning: Visual/audible alert, viewable from instrument panel. | \$ 110.00 |
| 6 Inch By 16 Inch Flat Adjustable Inside Mirror | \$ 25.00 |
| Rear Amber Flashing Light Indicator: Light on dash to indicate rear amber flashing lights are still flashing. | \$ 50.00 |
| <p>Fold Away Seat – Two Passenger: The fold away seat is installed at the mobility aid positions in a vehicle equipped with a lift system.</p> <p>The seat shall be attached to the interior wall or floor of the vehicle and should be forward-facing. Any seat securements on the vehicle floor must be flush with the floor. When folded up, the seat shall not interfere with the use of mobility aid positions.</p> <p>The seat is intended to provide regular passenger seating capacity as a last resort when persons in wheelchairs or other mobility aids are not being transported and are intended to remain folded up until needed. A pin, or lever type device must be used to keep the seat in the up position while the vehicle is in motion, and shall be designed as to prevent any rattling of the seat or seat supports. The seat may vary from the previously stated requirements for both the design and the dimensions of regular passenger seats.</p> <p>The seat shall be in addition to the basic number of passenger seating positions required in the vehicle and shall not count toward the minimum passenger seating capacity required for this vehicle. The seat shall accommodate two seated adult passenger(s) with reasonable comfort.</p> <p>Each fold away shall have two seat belts. Each belt shall be equipped with a retractor that keeps the belt webbing or strap off the floor when the belt is not in use.</p> <p>Each fold away seat shall have a vinyl-covered cushion on the seat and seat back. The color of the seat and seat back cushions shall be the same as those of the regular passenger seats, or they may be black.</p> <p>The seat shall be designed to remain in a vertical position when folded up and if a spring, or other type of mechanism, is used to return the seat from the horizontal to the vertical position, the return mechanism will not create a safety hazard for a passenger arising from the seat.</p> <p>Folding, molded armrests shall be provided on all foldaway seats adjacent to an aisle.</p> <p>Grab rails shall be provided as well.</p> | \$ 615.00 |

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| <p>Flat Floor With No Wheel Wells: In lieu of (or in addition to) the floor described in the specifications, the floor shall be completely flat from the rear of the vehicle to the top step in the vestibule to the right of the driver. If design of the chassis does not allow for the raised floor to be incorporated into the step well, then the additional step can be positioned behind the driver's seat. The floor structure shall consist of a series of lengthwise and cross-sectional steel members (12 gauge minimum).</p> <p>The height of the lengthwise and cross-sectional members shall be approximately equal with the intent of bringing the top of the composite floor structure to the same elevation as the top of the rear wheelwell housings. Alternative methods of construction yielding the same intent may be permitted with prior approval of INDOT. The raised floor shall provide a minimum of 73 inches of headroom.</p> <p>The floor shall be constructed of ¾ inch Marine Grade plywood with an aluminum underbelly pan.</p> | \$ 450.00 |
| Sure-Lok Cylinder Oxygen Holder | \$ 255.00 |
| Floor Covering: Use Gelflor Tarabus floor covering instead of ribbed rubber floor covering. | \$ 700.00 |
| Front Service Entrance: Use Gelflor Tarabus floor covering instead of ribbed rubber floor covering. | \$ 50.00 |
| Battery System: Stainless steel pull-out battery tray. | \$ 300.00 |
| Diagnostic scanner tool, available for purchase if requested | |
| Delete Lift. Delete wheelchair lift and wheelchair entry door. Replace forward-facing flip seats and wheelchair lift/securement with forward-facing aisle seats. Total seated capacity shall be 12 plus the driver. Delete all other lift related items. (Option Must Be Available Upon Request) | \$ (3,620.00) |
| Optional Chassis (for Non-Lift Equipped 12 Passenger Vehicle): Gasoline engine that meets or exceeds a displacement of 305 cubic inches (6.0 liters), V-8. Minimum GVWR 12,300 pounds. Heavy duty alternator (in lieu of the OEM 145 amp alternator) – Penntex PX-520R, Mitsubishi A4TJ0181 or approved equal. The engine shall be of heavy-duty design and construction. The engine shall be equipped with oil bath or replaceable element dry type air cleaner, replaceable element full flow oil filter, and an engine block heater. This chassis will incorporate all specifications, dimensions and standard items listed for the standard body size, except as noted in this option to the extent possible. (Option Must Be Available Upon Request) | \$ 1,069.00 |

| | Price |
|--|-----------------------------------|
| Large Transit Vehicle Optional Equipment | Additional Cost or Reduction (\$) |
| <p>Optional Chassis (for Standard Lift Equipped Vehicle): Gasoline engine that meets or exceeds a displacement of 305 cubic inches (6.0 liters), V-8. Minimum GVWR 14,200 pounds. Minimum wheelbase 177 inches. Heavy duty alternator (in lieu of the OEM 145 amp alternator) – Penntex PX-520R, Mitsubishi A4TJ0181 or approved equal. The engine shall be of heavy-duty design and construction. The engine shall be equipped with oil bath or replaceable element dry type air cleaner, replaceable element full flow oil filter, and an engine block heater. This vehicle will incorporate all specifications, dimensions and standard items listed for the standard body size to the extent possible. (Option Must Be Available Upon Request)</p> | \$ 4,639.00 |

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| <p>12 Ambulatory/ 2 W/C Bus Body Size: In lieu of the standard body size. Minimum 156 inch wheelbase. This passenger body size vehicle will incorporate all specifications, dimensions and standard items listed (except floor plans) for the standard body size. Floor plans for the 12 ambulatory/2 wheelchair bus body size will be determined by Respondent and purchaser prior to issuing the purchase order. (Option Must be Available)</p> | <p>\$ (1,960.00)</p> |
| <p>Optional Chassis (12 Ambulatory/2 W/C Bus Body Size): Gasoline engine that meets or exceeds a displacement of 305 cubic inches (6.0 liters), V-8. Minimum GVWR 14,200 pounds. Wheelbase 159 inches. Heavy duty alternator (in lieu of the OEM 145 amp alternator) – Penntex PX-520R, Mitsubishi A4TJ0181 or approved equal. The engine shall be of heavy-duty design and construction. The engine shall be equipped with oil bath or replaceable element dry type air cleaner, replaceable element full flow oil filter, and an engine block heater.</p> <p>This passenger body size vehicle will incorporate all specifications, dimensions and standard items listed (except floor plans) for the standard body size to the extent possible. Floor plans for the 12 ambulatory/2 wheelchair bus body size will be determined by Respondent and purchaser prior to issuing the purchase order.</p> | <p>\$ 2,085.00</p> |
| <p>Deluxe Driver's Seat: Ricaro LXS or approved equal.</p> | <p>\$ 1,050.00</p> |
| <p>Public Information System: The vehicle shall be equipped with a public information system permitting the driver, or recorded human speech messages, to announce stops and provide other passenger information within the vehicle. The system shall consist of, at a minimum, a hand held microphone located within easy reach of the driver, a transmitting power source, and at least one speaker located in such a manner that all messages can be easily heard by all passengers located anywhere in the vehicle. An external speaker shall also be provided. A three position driver switch shall be located in the driver's area that allows activation of inside only, outside only or both PA speakers. The public information system may be incorporated into the vehicle's AM/FM/CD radio system.</p> | <p>\$ 150.00</p> |
| <p>Passenger Call Bell System: A passenger call bell or chime system shall be provided to inform the driver and passengers that a stop has been requested. The chime shall be clearly audible to the driver and passengers. When the passenger call bell cord is pulled, the chime shall ring only once. In addition, a light on the dash shall come on informing the driver that a passenger has requested a stop. A ceiling or front header mounted stop requested sign shall also illuminate to notify passengers a stop has been requested.</p> <p>The call bell cord shall be yellow, stainless steel cord located within easy reach of all ambulatory passengers and mobility-aid users. It shall be mounted no higher than 48 inches and no lower than 15 inches above the floor, shall be operable with one hand and shall not require tight grasping, pinching or twisting of the wrist. The force required to activate controls shall be no greater than 5 lbf. A switch bell shall be provided on the driver's console to disable the call bell or chimes when desired.</p> | <p>\$ 350.00</p> |
| <p>Solid Color Paint Scheme: Instead of painting the exterior of the vehicle white or off-white, the entire vehicle (roof and body) shall be painted one solid color from those offered in the manufacturer's list of available colors.</p> | <p>\$ 5,006.00</p> |
| <p>Two-Way Radio Wiring: To allow two-way radio and antenna installation, including a 12 volt power lead with 20 amp fuse, ground plane with interior door, and conduit with pull wire.</p> | <p>\$ 135.00</p> |

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| Locking Fare Box With Two Vaults: A fare box shall be of the type for and include a stainless steel stanchion. The farebox shall be 14.5 inches to 16 inches high, 4 and 3/4 wide, and 6 inches deep (all dimensions are approximate). The mounted height shall be adjustable to a maximum of 36 and 1/2 inches. The farebox will have one vault and will accept dollar bills. Vaults will pull easily from the front of the box for removal and shall lock automatically during the removal. The box shall have an approximate 270 degree viewing area and the fares shall be displayed on a large illuminated inspection plate. The inspection plate dump handle shall be installed on the right side of the fare box. A minimum of two keys shall be provided for the vault. The Respondent shall provide descriptive material of the farebox to be furnished to the purchaser. | \$ 1,420.00 |
| Changeable Front And Side Destination Signs: Twinvision Mobilite LED sign or approved equal. The Respondent shall provide descriptive material of the destination signs to be furnished as part of the bid. | \$ 3,475.00 |
| Stainless Steel Full Wheel Covers/Inserts/Liners | \$ 200.00 |
| Publications: Respondent shall provide one (1) each of the following publications to the purchaser: <ul style="list-style-type: none"> - Chassis shop Manual; - As built body electrical wiring diagrams; - Bus body parts manual; - Dealer Warranty and Policy Procedures Manual; - Copies of complete operation and maintenance manuals covering complete apparatus. | \$ 750.00 |
| Additional Mobility-Aid Position: Indicate the cost of adding (in addition to the existing positions) one (1) additional mobility-aid position. Note: "L" track must run full width of vehicle for each additional wheel chair position. Respondent and purchaser will determine the floor plan for vehicles with additional mobility-aid position prior to issuing the purchase order. This option will require the purchaser to add the flat floor option when buying the vehicle. | \$ 700.00 |
| Flat Floor With No Wheel Wells: In lieu of (or in addition to) of the floor described in the specification, the floor shall be completely flat from the rear of the vehicle to just behind the driver. The floor structure shall consist of a series of lengthwise and cross-sectional steel members (12 gauge minimum). The height of the lengthwise and cross-sectional members shall be approximately equal with the intent of bringing the top of the composite floor structure to the same elevation as the top of the rear wheelwell housings. Alternative methods of construction yielding the same intent may be permitted with prior approval of INDOT. The raised floor shall provide a minimum of 73 inches of headroom. The floor shall be constructed of 3/4 inch Marine Grade plywood with an aluminum underbelly pan. | \$ 450.00 |
| Dual Language Signage: Provide dual language (English/Spanish) signage, which indicate that seats in the front of the vehicle are priority seats for persons with disabilities, and that other passengers should make such seats available to those who wish to use them. At least one set of forward-facing seats shall be so designated. Each securement location shall have a sign designating it as such. All other standard specifications for signage shall apply. | \$ 20.00 |
| Delete Lift: Delete wheelchair lift and wheelchair entry door. Replace forward-facing flip seats and wheelchair lift/securement with forward-facing aisle seats. Total seated capacity shall be 24 plus the driver. Delete all other lift related items. (Option Must be Available) | \$ (2,535.00) |

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| Delete Moveable Arm Rests: on fixed seats (adjacent to aisle) and on fold away seats. Credit per seat. | \$ (10.00) |
| Emergency Exit Window(S): In lieu of a rear emergency exit door, the rear of the vehicle shall have a rear emergency exit window with a minimum clear opening of at least 20 inches high by 40 inches wide for emergency escape. The rear emergency window shall be hinged from the top. Window must include interior and exterior Emergency Exit signage and must meet all FMVSS requirements. | \$ (200.00) |
| Emergency Window(S) Ajar Warning: Visual/audible alert, viewable from instrument panel. | \$ 115.00 |
| 6 Inch By 16 Inch Flat Adjustable Inside Mirror | \$ 25.00 |
| Rear Amber Flashing Light Indicator: Light on dash to indicate rear amber flashing lights are still flashing. | \$ 50.00 |
| <p>Fold Away Seat – Two Passenger: The fold away seat is installed at the mobility aid positions in a vehicle equipped with a lift system.</p> <p>The seat shall be attached to the interior wall or floor of the vehicle and should be forward-facing. Any seat securements on the vehicle floor must be flush with the floor. When folded up, the seat shall not interfere with the use of mobility aid positions.</p> <p>The seat is intended to provide regular passenger seating capacity as a last resort when persons in wheelchairs or other mobility aids are not being transported and are intended to remain folded up until needed. A pin, or lever type device must be used to keep the seat in the up position while the vehicle is in motion, and shall be designed as to prevent any rattling of the seat or seat supports. The seat may vary from the previously stated requirements for both the design and the dimensions of regular passenger seats.</p> <p>The seat shall be in addition to the basic number of passenger seating positions required in the vehicle and shall not count toward the minimum passenger seating capacity required for this vehicle. The seat shall accommodate two seated adult passenger(s) with reasonable comfort.</p> <p>Each fold away shall have two seat belts. Each belt shall be equipped with a retractor that keeps the belt webbing or strap off the floor when the belt is not in use.</p> <p>Each fold away seat shall have a vinyl-covered cushion on the seat and seat back. The color of the seat and seat back cushions shall be the same as those of the regular passenger seats, or they may be black.</p> <p>The seat shall be designed to remain in a vertical position when folded up and if a spring, or other type of mechanism, is used to return the seat from the horizontal to the vertical position, the return mechanism will not create a safety hazard for a passenger arising from the seat.</p> <p>Folding, molded armrests shall be provided on all foldaway seats adjacent to an aisle.</p> <p>Grab rails shall be provided as well.</p> | \$ 615.00 |
| Sure-Lok Cylinder Oxygen Holder | \$ 255.00 |
| Floor Covering: Use Gelflor Tarabus floor covering instead of ribbed rubber floor covering. | \$ 700.00 |
| Front Service Entrance: Use Gelflor Tarabus floor covering instead of ribbed rubber floor covering. | \$ 50.00 |
| Battery System: Stainless steel pull-out battery tray. | \$ 300.00 |

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| Diagnostic scanner tool, available for purchase if requested | \$ 275.00 |
| Delete Lift. Delete wheelchair lift and wheelchair entry door. Replace forward-facing flip seats and wheelchair lift/securement with forward-facing aisle seats. Total seated capacity shall be 24 plus the driver. Delete all other lift related items. (Option Must Be Available Upon Request) | \$ (2,535.00) |
| Optional Chassis (for Non-Lift Equipped 24 Passenger Vehicle): Gasoline engine that meets or exceeds a displacement of 305 cubic inches (6.0 liters), V-8. Minimum GVWR 14,200 pounds. Minimum wheelbase 177 inches. Heavy duty alternator (in lieu of the OEM 145 amp alternator) – Penntex PX-520R, Mitsubishi A4TJ0181 or approved equal. The engine shall be of heavy-duty design and construction. The engine shall be equipped with oil bath or replaceable element dry type air cleaner, replaceable element full flow oil filter, and an engine block heater. This vehicle will incorporate all specifications, dimensions and standard items listed for the standard body size to the extent possible. (Option Must Be Available Upon Request) | \$ (2,000.00) |

Exhibit B – Performance Metrics and Corrective Actions

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

A. Performance Metrics

The State has developed a set of performance metrics and targets, defined below, that the Contractor shall meet or exceed in order to be in good standing on the contract. The performance for these metrics and invoice credits shall be reviewed quarterly by the State Contract Manager at each Quarterly Business Review.

- **Metric 1: Delivery and Pick Up Timeliness**

Goal: (a) The Contractor delivers the ordered vehicle/accessories/options by the scheduled delivery date and, (b) for orders where the Requesting Entity plans to pick up the vehicle, the Contractor has the vehicle ready for pick up by scheduled pick up date.

Performance Target: Zero (0) days late on each order

Calculation: Number of days that an order is delivered/available for pick up beyond the originally agreed upon delivery/pick up date

Invoice Credit: If the Contractor fails to meet the service level target, the Contractor will provide fifty dollars (\$50.00) in Invoice Credit on the affected order's invoice per calendar day late beyond the approved delivery/pick up date. There is, however, a five (5) calendar day grace period after the approved delivery/pick up date. If for any late order, the vehicle is still not delivered/ready for pick up after grace period ends, the Invoice Credit calculation will be triggered and will include the days of the grace period. With written documentation from the manufacturer, the Contractor shall not be required to pay the invoice credit in instances where the delivery date is not met due to manufacturer's delay. This written documentation shall be sent from the Contractor to IDOA and Requesting Entity within one (1) business day of the Contractor's receipt from the Manufacturer. If the written documentation is sent later than 1 business day, the Contractor will provide fifty dollars (\$50.00) in Invoice Credit on the affected order's invoice per calendar day until it was received.

- **Metric 2: Order Accuracy**

Goal: Orders are filled correctly. Vehicles meet the order specifications and all requested accessories and options are included.

Performance Target: 98% or higher

Calculation: Number of orders that are correctly filled monthly divided by total number of orders placed monthly

Invoice Credit: If the Contractor fails to meet the performance target for three (3) consecutive months, the Contractor will be required to provide a future two percent (2%) Invoice Credit based on the value of the affected orders over that three month period.

- **Metric 3: Order Fill Rate**

Goal: The Contractor is able to fill orders for vehicles, options, and accessories placed before the manufacturer's order due date (as last communicated in writing to IDOA).

Performance Target: 100%

Calculation: Total number of orders filled monthly divided by total number of orders placed monthly

Invoice Credit: If the Contractor is unable to fill the order and if then the Contractor and the Requesting Entity cannot come to an agreement on a replacement vehicle/option/accessory that is acceptable to the Requesting Entity in a reasonable time period, then the Contractor must provide the Requesting Entity with a future Invoice Credit in an amount equal to three percent (3%) of the total value of the cancelled order.

Each future Invoice Credit stemming from Metrics 2 and 3 will remain available to the Requesting Entity for up to a year after the contract term ends and applied to the subsequent future orders until the Invoice Credit has been fully depleted.

B. Corrective Actions for Non-Compliance

In addition to the Invoice Credits, the Contractor may be subject to Corrective Actions as detailed below. The Contractor shall submit to IDOA a quarterly performance report on the 15th of each month, documenting the degree to which the Contractor met the performance metrics outlined above over the past month. The Contractor will be allowed a sixty (60) calendar day grace period during the implementation phase of the contract to ramp up services, without scoring on the performance metrics above. After the sixty (60) calendar day grace period, tracking of each of the above performance metrics should begin, and the first report shall be due to the State contract manager one (1) month after the grace period ends. Once a final scorecard, which will include the above performance metrics, has been developed, the State contract manager will calculate a score for the contractor's overall performance.

- Non-compliance with General Contract Provisions
The State monitors certain quality and performance standards, and holds the Contractor accountable for delivering the scope of work, as defined in **Section 1** of the Contract, and being in compliance with contract terms. The State accomplishes this by working collaboratively with the Contractor to maintain and improve programs, and not to impair Contractor stability. The State may enforce any of the remedies listed in this section if the Contractor is non-compliant with the contract.
- Non-compliance with Reporting Requirements
Reports submitted incorrectly or not delivered complete, on time, and in the correct reporting formats, as defined in **Section 1 (J)** of the Contract, constitute contractual non-compliance and the State may require corrective action(s) as described in this Section. The State may change the frequency of required reports, or may require additional reports, at the State's reasonable discretion.
- Non-compliance with Performance Metrics
The State has developed a set of Performance Metrics as defined above in this Exhibit that the Contractor shall meet or exceed in order to be in good standing on the contract. The Performance Metrics shall be reviewed quarterly by the State Contract Manager to identify any issues requiring immediate attention from the State and Contractor.
- Corrective Actions
In the event that the Contractor fails to meet contract requirements, performance requirements or reporting standards set forth in the Contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below. The State will provide written notice of non-compliance to the Contractor within sixty (60) calendar days of the State's discovery of such non-compliance.

If the State elects not to exercise any Corrective Actions in a particular instance, this decision must not be construed as a waiver of the State's right to pursue future assessment of that performance requirement and associated damages, including damages that, under the terms of the Contract, may be retroactively assessed.

The nature of the corrective action(s) shall depend upon the nature, severity and duration of the deficiency and repeated nature of the non-compliance. The written notice of non-compliance corrective actions may be instituted in any sequence and include, but are not limited to, any of the following:

- Written Warning: The State may issue a written warning and solicit a response regarding the Contractor's corrective action.

- Formal Corrective Action Plan: The State may require the Contractor to develop a formal corrective action plan (CAP) detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction. The CAP must be submitted under the signature of the Contractor's chief executive within (5) business days of request. Upon receipt of the CAP, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State. If the CAP is not acceptable, the State may provide suggestions and direction to bring the Contractor into compliance. If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of \$2,500 from the Contractor in the form of a check with the supportive reporting model, unless the credit is waived by the State Contract Manager in writing.
- Contract Termination: The State reserves the right to terminate the contract pursuant to the contract termination clauses.

Exhibit C – Minimum Vehicle Specifications

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

SEE ATTACHED DOCUMENTS

RFP 16-011
MOBILITY VAN SPECIFICATIONS, TERMS, AND CONDITIONS
ATTACHMENT I

Respondent's Name:

MIDWST TRANSIT EQUIPMENT INC.

1. Overview

1.1. Introduction

This Attachment provides the specifications, terms, and conditions for the three types of Mobility Vans covered by the RFP. Respondents must be aware that Mobility Vans have additional federally-driven contract terms and conditions. Due to federal funding guidelines, should any of the State's terms and conditions conflict with Federal terms and conditions (as listed in this Attachment), the Federal terms and conditions will prevail.

The vehicles are to meet or exceed all federal safety standards (FMVSS) requirements including, but not restricted to, seats and attachments, bolts, wiring, flammability, structural integrity and all components.

The successful Respondent shall provide a complete operating vehicle and the vehicle shall, at a minimum, conform in strength, quality of material, and workmanship to what is provided by the automotive industry generally. The vehicle provided shall be a new, latest current model vehicle, incorporating the latest engineering changes. All parts necessary to provide the vehicle shall be included and all parts shall be new. A chassis that has been stored for an excessive period of time in a depot, supply center or other area exposed to the weather, shall not be provided. The vehicle shall conform in all respects to the applicable Motor Vehicle Laws of the State of Indiana and to Title 49, Code of Federal Regulations, Part 38, Subparts A and B.

Vehicle specifications are detailed in Appendices A1, A2, and A3 of this Attachment. The Respondent shall describe the vehicle and equipment proposed to be furnished as part of the proposal.

Per RFP Section 1.4.4, the Contractor shall use commercially reasonable best efforts to maintain a Fill Rate of 100% delivery of new vehicles within the maximum delivery date range of 120 calendar days from Order Confirmation Date, or a date mutually agreed upon by the Requesting Entity and the Contractor.

NOTE: Proper evaluation of your RFP proposal can be made only if the Respondent provides all information requested.

1.2. Overview of the Mobility Vans Types

1.2.1 Low Floor Minivan

This item shall be a passenger transportation vehicle that is a minivan which has been modified or converted to provide additional interior headroom and clearances and improved passenger accessibility. The vehicle shall be equipped with all of the vehicle manufacturer's standard equipment (or manufacturer's better optional equipment), where possible.

Examples of this vehicle are any of the following or its current model year equivalent: El Dorado Amerivan, Braun Entervan, or VMI conversions. Vehicles similar to these listed, by any manufacturer, meeting the basic specifications in Appendix A1 will receive equal consideration

The preceding examples are listed for the sole purpose of demonstrating the type of vehicle desired by these specifications. Prior approval of these vehicles is not to be assumed by any Respondent nor is it to be assumed that similar vehicles by these or other manufacturers will have automatic prior approval. Vehicles similar to those listed above, by any manufacturer, meeting the basic specifications will receive equal consideration.

The Requesting Entity reserves the right to inspect the first vehicle, or any subsequent vehicle or vehicles, produced in conformation with these specifications by any manufacturer and intended for delivery to the specified recipient agency.

The inspection may be performed at the place of manufacture (or conversion) or at any stage of construction, if the Requesting Entity desires to exercise this option, or may be performed at the Respondent's place of business, or at a mutually agreed upon site. The Respondent and/or manufacturer shall give all needed assistance to the Requesting Entity's personnel in the performance of this inspection.

The inspection, if made, will be in detail by the Requesting Entity's personnel and may involve modifications, additions, and/or deletions to the vehicle and all other like vehicles for the purposes of complying with the specifications, before the vehicle(s) will be accepted and payment authorized. Also, any delivered vehicle not conforming to the specifications can be rejected and major corrections required, or the production of a new vehicle meeting the specifications may be required.

Pre-Delivery Servicing

The vehicle and the additional equipment furnished with the vehicle shall be completely serviced and conditioned prior to delivery. All equipment shall be completely installed and all adjustments shall be made that are required to prepare the vehicle and its additional equipment for immediate and continuous operation upon delivery. Pre-delivery servicing shall include as a minimum the following:

- a. Focus lights.
- b. Tune engine.
- c. Check electrical, braking and suspension system.
- d. Charge battery.
- e. Align front end.
- f. Balance all wheels (spin balance).
- g. The cooling system shall be protected with permanent type anti-freeze and summer coolant to twenty-five degrees below zero Fahrenheit.
- h. Service windshield washer reservoir with water and appropriate additives or with windshield washer fluid.
- I. Complete lubrication.
- j. Fill crankcase with oil.
- k. Fuel tank must contain at least 3 gallons of fuel when delivered.
- l. Wash and clean interior and exterior of vehicle.

It is the responsibility of the Respondent to supply the basic minivan and modify it in accordance with these specifications. The modification shall consist of the following:

- 1) Removal of the standard production minivan floor and lowering of same to increase the interior headroom. Also, reinforcement of the body frame as appropriate, including any roof extension needed to meet entryway specifications.
- 2) Installation of insulation, floor covering, interior fixtures and finishings.
- 3) At a minimum, seat three (3) ambulatory passengers (excluding driver). The vehicle shall contain a removable (quick release) front passenger seat to increase the seating capacity to four (4) ambulatory passengers.
- 4) Installation of a securement system and occupant restraint system for mobility aid users.
- 5) Installation of a manual ramp in the passenger entrance way. The ramp shall allow for easy boarding of persons in mobility aids and ambulatory persons.
- 6) Installation of extended passenger door as necessary to accommodate the ramp.
- 7) Other modifications called for in these specifications, as well as any and all modifications required to provide a complete functioning vehicle.

1.2.2. Small Transit Vehicle

This vehicle shall be a vehicle suitable for social service agency transportation. The intent of the specifications in Appendix A2 is to obtain a vehicle that is not a school bus or a modified version of a school bus. Small buses, modified or unmodified, of a bus manufacturer's school bus line, such as the Blue Bird "Microbird", Thomas "Minotour", or similar buses of these or other manufacturers, are not acceptable. Examples of the type of vehicle desired are:

- 1) Startrans Candidate; manufactured by Forest River
- 2) Crusader; manufactured by Champion Bus
- 3) Terra Transit; manufactured by Turtle Top
- 4) Pacer II, Goshen Coach
- 5) EC I, Elkhart Coach

The preceding examples are listed for the sole purpose of demonstrating the type of vehicle desired by these specifications. Prior approval of these vehicles is not to be assumed by any Respondent nor is it to be assumed that similar vehicles by these or other manufacturers will have automatic prior approval. Vehicles similar to those listed above, by any manufacturer, meeting the basic specifications will receive equal consideration.

The Requesting Entity reserves the right to inspect the first vehicle, or any subsequent vehicle or vehicles, produced in conformation with these specifications by any manufacturer and intended for delivery to the specified recipient agency.

The inspection may be performed at the place of manufacture (or conversion) or at any stage of construction, if the Requesting Entity desires to exercise this option, or may be performed at the Respondent's place of business, or at a mutually agreed upon site. The Respondent and/or manufacturer shall give all needed assistance to the Requesting Entity's personnel in the performance of this inspection.

The inspection, if made, will be in detail by the Requesting Entity's personnel and may involve modifications, additions, and/or deletions to the vehicle and all other like vehicles for the purposes of complying with the specifications, before the vehicle(s) will be accepted and payment authorized. Also, any delivered vehicle not conforming to the specifications can be rejected and major corrections required, or the production of a new vehicle meeting the specifications may be required.

Pre-Delivery Servicing

The vehicle and the additional equipment furnished with the vehicle shall be completely serviced and conditioned prior to delivery. All equipment shall be completely installed and all adjustments shall be made that are required to prepare the vehicle and its additional equipment for immediate and continuous operation upon delivery. Pre-delivery servicing shall include as a minimum the following:

- a. Focus lights.
- b. Tune engine.
- c. Check electrical, braking and suspension system.
- d. Charge battery.
- e. Align front end.
- f. Balance all wheels (spin balance).
- g. The cooling system shall be protected with permanent type anti-freeze and summer coolant to twenty-five degrees below zero Fahrenheit.
- h. Service windshield washer reservoir with water and appropriate additives or with windshield washer fluid.
- i. Complete lubrication.
- j. Fill crankcase with oil.
- k. Fuel tank must contain at least 3 gallons of fuel when delivered.
- l. Wash and clean interior and exterior of vehicle.

1.2.3. Large Transit Vehicle

This vehicle shall be a vehicle suitable for social service agency transportation. The intent of these specifications in Appendix A3 is to obtain a vehicle that is not a school bus or a modified version of a school bus. Small buses, modified or unmodified, of a bus manufacturer's school bus line, such as the Blue Bird "Microbird", Thomas "Minotour", or similar buses of these or other manufacturers, are not acceptable. Examples of the type of vehicle desired are:

- 1) Startrans Senator
- 2) Challenger; manufactured by Champion Bus
- 3) Terra Transit; manufactured by Turtle Top
- 4) Pacer GC II, Goshen Coach
- 5) ECI and II, Elkhart Coach

The preceding examples are listed for the sole purpose of demonstrating the type of vehicle desired by these specifications. Prior approval of these vehicles is not to be assumed by any Respondent nor is it to be assumed that similar vehicles by these or other manufacturers will have automatic prior approval. Vehicles similar to those listed above, by any manufacturer, meeting the basic specifications will receive equal consideration.

The Requesting Entity reserves the right to inspect the first vehicle, or any subsequent vehicle or vehicles, produced in conformation with these specifications by any manufacturer and intended for delivery to the specified recipient agency.

The inspection may be performed at the place of manufacture (or conversion) or at any stage of construction, if the Requesting Entity desires to exercise this option, or it may be performed at the Respondent's place of business, or at a mutually agreed upon site. The Respondent and/or manufacturer shall give all needed assistance to the Requesting Entity's personnel in the performance of this inspection.

The inspection, if made, will be in detail by the Requesting Entity's personnel and may involve modifications, additions, and/or deletions to the vehicle and all other like vehicles, for the purposes of complying with the specifications, before the vehicle(s) will be accepted and payment authorized. Also, any delivered vehicle not conforming to the specifications can be rejected and major corrections required, or the production of a new vehicle meeting the specifications may be required.

Pre-Delivery Servicing

The vehicle and the additional equipment furnished with the vehicle shall be completely serviced and conditioned prior to delivery. All equipment shall be completely installed and all adjustments shall be made which are required to prepare the vehicle and its additional equipment for immediate and continuous operation upon delivery. Pre-delivery servicing shall include as a minimum the following:

- a. Focus lights.
- b. Tune engine.
- c. Check electrical, braking and suspension system.
- d. Charge battery.
- e. Align front end.
- f. Balance all wheels (spin balance).
- g. The cooling system shall be protected with permanent type anti-freeze and summer coolant to twenty-five degrees below zero Fahrenheit.
- h. Service windshield washer reservoir with water and appropriate additives or with windshield washer fluid.
- i. Complete lubrication.
- j. Fill crankcase with oil.
- k. Fuel tank must contain at least 3 gallons of fuel when delivered.
- l. Wash and clean interior and exterior of vehicle.

1.3. Volumes

Quantities to be purchased have been estimated. These numbers may fluctuate up or down and the State is not in a position to guarantee that future purchasing will be at these levels.

- a. Low Floor Minivan: Estimated seventy (70) per year, with an option to purchase up to fifty (50) additional per year for an estimated total of one hundred twenty (120) vehicles per year
- b. Small Transit Vehicle: Estimated fifty (50) per year, with an option to purchase up to twenty (20) additional (per year) for an estimated total of seventy (70) vehicles per year
- c. Large Transit Vehicle: Estimated fifty (50) per year, with an option to purchase up to twenty (20) additional (per year) for an estimated total of seventy (70) vehicles per year

2. Requested Information

2.1. Specification Compliance Checklist - Low Floor Minivan

In the yellow shaded boxes, please confirm the Respondent meets each Vehicle Specification by adding a "Yes" or "No", unless otherwise specified. Please refer to Section 1.6.1 of the RFP for how to submit questions or concerns about any of the specifications, or to request an exception to the specifications.

The fact that every item constituting the construction of the unit is not specifically mentioned nor described will be interpreted to mean that the Respondent shall install items that conform to the **best known engineering standards of the trade, relative to design, strength, quality, and workmanship**. Furthermore, each unit is to be delivered fully equipped, with all manufacturer's standard equipment and accessories, unless otherwise requested. This equipment must meet the latest federal safety regulations.

Please note that Tab D of the Cost Proposal contains additional optional equipment for which the Respondent must provide a cost addition or reduction.

BRAUN ENTERVAN

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| Removal of the standard factory production minivan floor and lowering of same to increase the interior headroom. Also, reinforcement of the body frame as appropriate. | YES |
| <u>GENERAL DESCRIPTION OF VEHICLE</u> | |
| Installation of insulation, floor covering, interior fixtures and finishings. | YES |
| The vehicle shall at a minimum, seat three (3) ambulatory passengers (excluding the driver). The front passenger seat shall be removable so the vehicle can accommodate two (2) wheelchair or other mobility aid passengers and three (3) ambulatory passengers (see attached floor plans in Section 3.1 of this Attachment). An option to provide a convertible two-passenger center bench seat may be chosen to increase the seating capacity to six (6) ambulatory passengers. | YES |
| Installation of a securement system and occupant restraint system for mobility aid users. | YES |
| Installation of a manual swing-away ramp in the passenger entrance way. The ramp shall allow for easy boarding of persons in mobility aids and "swing-away" for boarding of ambulatory persons. | YES |
| Installation of extended passenger door as necessary to accommodate the ramp. | YES |
| Other modifications called for in these specifications, as well as any and all modifications required to provide a complete functioning vehicle | YES |
| <u>BASIC VEHICLE</u> | |
| <i>The basic vehicle shall be provided with the following factory-installed (except where noted) equipment</i> | |
| Minimum G.V.W.R. of 6,050 pounds with manufacturer's heaviest duty suspension, minimum wheelbase of 121 inches, minimum overall length of 200 inches, and a minimum overall width of 76 inches. | YES |
| Six cylinder gasoline engine with a minimum displacement of 3.3 liters. | YES |
| 6 speed w/overdrive automatic transmission. | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| Factory Anti-Lock Brake System (ABS). | YES |
| Power steering, including a tilt steering wheel and cruise control. | YES |
| Maximum (heavy duty) cooling system. | YES |
| Total battery capacity of at least 600 cca (cranking performance amperes at 0 degrees Fahrenheit). The capacity (in cca's) must be stated in the proposal. | Battery Capacity: _730_ |
| Alternator or generator with a minimum capacity of 160 amps. The capacity (in amps) must be stated in the proposal. | Alternator Capacity: _160_ |
| Fuel tank – Minimum capacity of 20 gallons. The actual capacity (in gallons) must be stated in the proposal. | Fuel Tank Capacity: _20_ |
| Oil pressure, temperature, ammeter or voltmeter gauges or warning lights. | YES |
| 12 volt power outlet. | YES |
| Dual adjustable outside mirrors. | YES |
| Windows all around (i.e. all factory available windows in body side, side doors and rear). | YES |
| Tinted glass in windshield and all windows. | YES |
| High output front heater. | YES |
| Front and rear bumpers. | YES |
| Insulated headliner for the full length of the driver and passenger compartments. | YES |
| Insulated sidewalls finished with the minivan manufacturer's standard, or equivalent, covering. Interior of all doors shall be covered by manufacturer's standard, or equivalent trim panels and insulated. Also, factory standard, or equivalent, window moldings shall be provided. Carpeting is not allowed in the vehicle interior, unless prior approval is obtained from INDOT. | YES |
| Pads or strips of slip resistant material in step sills at all passenger doors and driver's door. Pads or strips may be non-factory installed. | YES |
| Two speed windshield wipers with intermittent feature. | YES |
| Heater and defroster, including rear window defroster and rear heater. | YES |
| Rear window washer/wiper. | YES |
| OEM AM/FM radio with CD/MP3 and factory installed speakers. | YES |
| Air conditioning, front and rear. | YES |
| Driver's side and front passenger airbags. | YES |
| Chassis must be equipped with (SER) Load Leveling and Height Control and Electronic Stability Control (FMVSS 126). | YES |

| Low Floor Minivan Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| Alarm to sound automatically when the vehicle is placed in reverse. The back-up alarm shall be frame mounted toward the rearmost part of the vehicle and protected from water and road spray. | | YES |
| <u>RUSTPROOFING</u> | | |
| The vehicle shall be furnished with the standard rustproofing available from the van manufacturer. All extended wheelchair access and entryway door panels shall be rustproofed in a manner equal to or greater than the rustproofing provided by the van manufacturer. | | YES |
| <u>UNDERCOATING</u> | | |
| All exposed floor attachment seams shall be sealed with a high rated butyl caulk or equivalent. The entire surface of exterior lowered floor shall have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas, and then a fresh application of undercoating over the entire surface. Undercoating shall comply with current Federal and State flammability standards. | | YES |
| <u>STRUCTURAL INTEGRITY</u> | | |
| The floor and other modifications to the vehicle shall be done in a manner such that the structural integrity of the vehicle is not degraded. The body including the roof shall be of sufficient strength to support the entire weight of the fully loaded vehicle on its top or side if overturned. | | YES |
| <u>FLOOR</u> | | |
| <i>Sub Floor:</i> The interior floor shall be insulated with 3/8" marine grade plywood to provide a smooth surface for flooring attachment and to minimize interior noise. | | YES |
| <i>Floor Assembly:</i> The lowered floor skin shall be constructed of 16 ga. aluminized steel. The frame rails shall be made of 14 ga. formed channels; the floor shall be reinforced with 16 ga. formed channel cross ribs. The floor shall be lowered from the front firewall to just before the rear axle. The width of the floor shall extend from side doorsill to side doorsill. Mobility aid restraint tracks and seat locks shall be beveled, with no sharp edges and will protrude no more than 1/4" above floor surface. | | YES |
| The entire floor and modification shall be sealed to prevent any water or air leakage. | | YES |
| Manufacturer shall ensure that all components attached to the undercarriage (or other major components) under the vehicle are securely attached and have a minimum of five (5) inches of ground clearance from the roadway when loaded with 1100 lbs. maximum. If the exhaust system has been relocated, it shall be properly attached and not under tension. A heat shield shall be installed in any area where the exhaust pipe is within six (6) inches or less of the gasoline tank. | | YES |
| Other methods of floor construction will be considered if prior approval is obtained from INDOT. | | YES |
| <u>FLOOR COVERING</u> | | |
| The floor shall be covered with a slip retardant sheet flooring consisting of a vinyl composition with a raised disc pattern , similar to Altro flooring, or approved equal. It shall be permanently bonded to the floor with adhesive of waterproof type. All edges of the floor covering are to be properly sealed to prevent entrance of moisture that could cause bulging, ply separation, and/or | | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| material failure. All joints in the floor covering shall be the butt type and floor covering shall be cemented to the floor to prevent bubbles or blisters which could create a safety hazard. | |
| The floor covering shall be at least 2.2 millimeters thick overall gauge. | YES |
| All portions of the floor covering shall be of the same material and color including the floor area under and adjacent to the driver's seat, unless prior approval for an alternative is obtained from INDOT. | YES |
| <u>INSULATION</u> | |
| The vehicle shall contain OEM standard insulation in the roof and all body panels, including the extended door, to deaden sound, and reduce vibrations and heat transfers. | YES |
| <u>DOORS</u> | |
| <i>Driver's and Right Front Passenger Doors:</i> No modifications are required on these doors. | YES |
| Pads or strips of slip-resistant material shall be installed in the step sill. The armrest normally attached to these doors shall be retained. | YES |
| Only the driver's door shall be lockable by key from the exterior. | YES |
| <i>Wheelchair Access/Sliding Passenger Door:</i> The wheelchair access/sliding passenger door shall be modified to accommodate the swing-away ramp and the lowered floor. The modification shall involve the removal and reinstallation of the door, extending the lower portion of the door to meet the new floor height, and the replacement of the factory installed door track with new galvanized or stainless steel track. The door shall measure, at a minimum, 31.5 inches wide and 56 inches high. Provisions shall be made to keep the door in an open position during passenger loading and unloading. A warning light in the driver's compartment shall indicate the door is open or ajar. | YES |
| <i>Rear Emergency Exit Door (Liftgate):</i> The rear door (liftgate) shall be equipped with a manual device for opening from the inside and outside, which may be quickly released but designed to offer protection against accidental release. The opening device shall be easily reached from the interior of the vehicle. | YES |
| <i>Left Side Sliding Passenger Door:</i> An OEM-built second sliding door shall be provided on the rear passenger left side of the vehicle. Second stage manufacturer-built sliding doors are not acceptable for this specification. Door height opening shall be a minimum of 52 inches. Door width shall be as provided by the OEM. Door shall be equipped with an interlock system so that door cannot be opened from the inside or outside when fuel door is open. | YES |
| <u>ELECTRICAL</u> | |
| All wiring added during the modification shall be color coded or number coded. All wiring shall be properly insulated and, as necessary, shall be held in place with insulated clamps at a maximum of two foot intervals. There shall be no exposed or loose wiring in the driver or passenger compartment of the vehicle. | YES |
| <u>LIGHTING</u> | |
| The interior of the vehicle shall be adequately illuminated, and overhead lighting fixtures shall be arranged in such a manner that adequate lighting is provided at the reading plane of the passengers. | YES |

| Low Floor Minivan Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| The stepwell and doorway immediately adjacent to the driver shall have, when the door is open, at least 2 foot-candles of illumination measured on the step tread. | | YES |
| The other stepwells and doorways, including the doorway in which the ramp is installed, shall have, at all times, at least 2 foot-candles of illumination measured on the step tread, or ramp, when deployed at the vehicle floor level. | | YES |
| The vehicle doorways, including the doorway in which the ramp is installed, shall have outside light(s) which, when the door is open, provide at least 1 foot-candle of illumination on the street surface for a distance of 3 feet perpendicular to all points on the bottom step tread outer edge. Such light(s) shall be located below window level and shielded to protect the eyes of entering and exiting passengers. | | YES |
| <u>PAINTING</u> | | |
| All exposed metal surfaces, excepting aluminum and stainless steel, must be painted, chromed or galvanized. | | YES |
| <u>EXTERIOR PAINT</u> | | |
| All painted exterior surfaces shall match the exterior paint color of the basic van. The exterior paint scheme is to be a solid color paint scheme in one the van manufacturer's standard paint colors. | | YES |
| The exterior color which is to be provided will be stated on the purchase order(s). However, the Respondent shall submit a list of available standard paint colors with the proposal. | | YES |
| <u>INTERIOR PAINT</u> | | |
| All interior surfaces which require painting shall be painted the same color. This includes the exposed interior metal surfaces, if any, of the side and rear doors. The successful Respondent shall choose an interior color that is color-keyed to the van's exterior color and harmonizes with the color of the roof liner and any side paneling or other covering. | | YES |
| <u>TIRES AND WHEELS</u> | | |
| All tires shall be radial tires. The tires shall have a minimum width of 7 inches (178 millimeters) and a minimum nominal rim diameter of 16 inches. A full size spare tire and wheel shall be provided. All tires and wheels shall be of the same size and type and shall be interchangeable. Tires and wheels shall be properly aligned. The type and size of tires must be stated in the proposal. | | YES |
| The spare tire shall mount in the rear hatch area. Tire changing equipment, as provided by the OEM, shall include a jack of sufficient strength/capacity, and other tools necessary for changing the mounted tires, shall be stored in a compartment/container within the vehicle. | | YES |
| <u>EMERGENCY EQUIPMENT</u> | | |
| <i>Warning Devices:</i> Three (3) portable warning reflectors (mounted on stands) stored in a latched box. | | YES |
| <i>Fire Extinguisher:</i> One dry chemical fire extinguisher of at least five (5) pound capacity. The extinguisher shall be a multi-purpose A-B-C type and shall be bracket mounted and easily accessible to the driver. | | YES |

| Low Floor Minivan Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| <i>First Aid Kit:</i> A first aid kit with a minimum of ten (10) different units (each unit shall be of a different type from every other unit) shall be mounted in a location most easily accessible to the driver. The box or container shall not be considered as one of the 10 units. | | YES |
| <i>Lug Wrench:</i> A lug wrench of the proper size and type to remove wheels from the van. | | YES |
| <i>Jack:</i> A jack of sufficient strength to safely lift the vehicle for tire changing. | | YES |
| All equipment listed above, including the road flares and reflectors, shall be firmly secured inside the vehicle to prevent any movement by them while the vehicle is in motion. The mounted location of any of the above equipment shall not interfere with the driver's or passenger's limbs or placement of feet or interfere with the movement of passengers and/or mobility aids within the vehicle. Also, none of the equipment shall be mounted on the door. | | YES |
| <u>HEADROOM</u> | | |
| The inside body height of the vehicle from surface of the floor cover to ceiling as measured at any point along the longitudinal center line of the passenger aisleway shall not be less than 57 inches and a minimum interior height of 56 inches must be maintained along the path from the ramp to all securement locations. | | YES |
| <u>DRIVER'S SEAT</u> | | |
| The driver's seat shall be the original OEM seat modified as necessary to accommodate for the lowered floor and located as close as possible to the original position. All original seat adjustments shall be retained in working order. If necessary, a foot rest shall be positioned at the original floor level. | | YES |
| <u>REGULAR PASSENGER SEAT</u> | | |
| The original OEM rear-most 3-passenger bench seat shall be retained, but may be relocated, as necessary, to accommodate for the lowering of the floor and to provide for the maximum possible seating room between the ambulatory passengers and any secured mobility aid. | | YES |
| The passenger seat shall be arranged such that the unobstructed hip-to-knee room as measured at the seat level which is provided for each seated passenger shall not be less than 25.5 inches. Note: This is the minimal acceptable spacing. | | YES |
| The seat back and cushions shall be of the same color and pattern, shall be color-keyed to the vehicle's exterior color and shall harmonize with the vehicle's interior color. | | YES |
| <u>FOLD AWAY REAR SEAT FOOTREST</u> | | |
| Full width, steel footrest for rear seat passengers with positive, up/down positions, manually operated. Top of footrest is minimum 7.25 inches above the floor. Powder coated to match interior floor/trim color. | | YES |
| <u>FRONT PASSENGER SEAT</u> | | |
| The front right passenger seat shall be OEM, matching the driver's seat. The seat base shall be adapted to permit easy roll out for mobility aid access/securement. The seat shall lock and unlock easily from the floor area, and have a positive lock device. | | YES |
| The seat shall be modified in such a manner that the tops of the seat backs are approximately the same distance from the vehicle roof as originally intended before lowering the floor. | | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| All non-OEM seats shall meet all applicable FMVSS standard including 207, 208 and 210. | YES |
| Furthermore, a foot rest shall be placed on the front passenger's seat at original floor level and constructed in such a manner to eliminate any gaps between the foot rest and the right front passenger entry door. | YES |
| A complete description of the seat modifications and the method of providing the quick release seat shall be provided with the proposal. | YES |
| <u>OPTIONAL FORWARD FACING REAR FOLD AWAY CENTER SEAT</u> | |
| <u>Option Must Be Available Upon Request:</u> CE White ADA-35, Braun 125 Fold-A-Way or equivalent. This seat must meet all standard specifications listed in this proposal. Seat shall have vinyl fold up armrest to match seat color on the right side. Fabric and color shall match OEM. | YES |
| <u>SEATING CONFIGURATION</u> | |
| The seats and wheelchair positions shall be arranged such that the following seating configurations can be accomplished: | |
| Three ambulatory passengers (excluding driver) and two mobility aid users - no removable seat in place. | YES |
| Three ambulatory passengers (excluding driver) and one mobility aid user - front right passenger seat in place. | YES |
| Four ambulatory passengers (excluding driver) and no mobility aid users. | YES |
| All seat backs and cushions shall be of the same color and pattern, shall be color-keyed to the vehicle's exterior color, and shall harmonize with the vehicle's interior color. | YES |
| <u>SEAT BELTS/SHOULDER HARNESS</u> | |
| A seat belt and shoulder harness shall be provided at the driver's seat. At each passenger seating position, a seat belt shall be provided and, if required by applicable state and federal laws, a shoulder harness shall also be provided. All seat belts and shoulder harnesses shall be of sufficient length to comfortably fit a large adult. | YES |
| Separate belts shall be provided to secure mobility aid passengers (see Securement System). | YES |
| <u>MOBILITY AID POSITIONS</u> | |
| Mobility aid positions are spaces inside the vehicle for transporting people in wheelchairs or other mobility aids. Each position shall consist of a usable floor area in which a passenger in a mobility aid may be positioned and in which an occupant restraint system and securement devices are to be installed. | YES |
| Two mobility-aid positions will be provided on this vehicle. One position shall be located adjacent and to the right of the driver, and the other position shall be located immediately behind the driver as close to the left side of the vehicle as possible. Both positions shall be forward facing. | YES |
| The securement system shall be placed as near to the accessible entrance as practicable and shall have a clear floor area of 30 inches by 48 inches. Such space shall adjoin, and may | YES |

| Low Floor Minivan Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| overlap, an access path. Not more than 6 inches of the required clear floor space may be accommodated for footrests under another seat provided there is a minimum of 9 inches from the floor to the lowest part of the seat overhanging the space. | | |
| The dimensions of these mobility-aid positions are intended to give adequate room for the final traveling position of the mobility-aid and its occupant AND sufficient room for the maneuverability of the mobility aid into that position. The actual placement of the securement devices within the position is described in the Securement System section of these specifications. | | YES |
| <u>NO INTERIOR PROJECTIONS</u> | | |
| The interior of the vehicle shall be free of all projections. All sharp edges, protruding fasteners and brackets that could cause injury to passengers or catch hold of clothing shall be covered. The interior of the vehicle shall be completely finished. The interior of the vehicle shall be completely finished, and insulated sidewalls shall be vinyl or melamine covered. Carpeting is not to be used as a wall covering unless prior approval is obtained from INDOT. | | YES |
| <u>SIGNAGE</u> | | |
| Each vehicle shall contain sign(s) which indicate that seats in the front of the vehicle are priority seats for persons with disabilities, and that other passengers should make seats available to those who wish to use them. At least one set of forward-facing seats shall be so designated. | | YES |
| Each securement location shall have a sign designating it as such. | | YES |
| Characters on such signs shall have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10, with a minimum character height (using an upper case "X") of 5/8 inches, with a "wide" spacing (generally, the space between the letters shall be 1/16 the height of the upper case letters), and shall contrast with the background either light-on-dark or dark-on-light. | | YES |
| <u>MOBILITY AID SYSTEM</u> | | |
| The mobility-aid system shall permit wheelchair or other mobility aid users to enter and leave the vehicle by means of a ramp and provide for the safe transportation of these persons inside the vehicle. The entire systems shall meet, at a minimum, all applicable requirements of 36 CFR Section 1192.23 (a), (c) and (d) in addition to these specifications. | | YES |
| The components of the mobility aid system shall include the following: | | |
| Ramp | | YES |
| Securement system | | YES |
| Occupant restraint system | | YES |
| All modifications required to the exterior and interior of the minivan to provide a complete functioning system. | | YES |
| Control Interlock | | YES |
| All parts shall be new. All necessary servicing and adjustments shall be made on the equipment prior to delivery of the vehicle. All equipment shall be ready for immediate and continuous operation upon delivery of the minivan. All exposed metal services shall be painted or shall be | | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| corrosion-resistant. | |
| <u>RAMP</u> | |
| A ramp designed for manual operation shall be installed on the right (curb) side. The ramp shall be capable of safely supporting a 600 pound load, placed at the centroid of the ramp distributed over an area of 26 by 26 inches, with a safety factor of at least 3 based on the ultimate strength of the material. Test results verifying this requirement shall be available and if requested, a copy shall be submitted to INDOT. | YES |
| The ramp surface shall be continuous and slip resistant, shall not have any protrusions from the surface greater than 1/4 inch high, and shall accommodate both four-wheel and three-wheel mobility aids. | YES |
| The transition from roadway or sidewalk and the transition from vehicle floor to the ramp may be vertical without edge treatment up to 1/4 inch. Changes in level between 1/4 inch and 1/2 inch shall be beveled with a slope no greater than 1:2. | YES |
| The vehicle shall be equipped with a manually operated, 90-degree swing-away mobility access ramp, which folds and unfolds through the right side door. The fold and unfold motion of the ramp must be counter balanced so that the force exerted by the operator does not exceed 15 lbs. The ramp shall have an effective minimum width of 30 inches and a minimum length of 45 inches. The height from the ground to the top of the ramp shall not exceed 12 inches. | YES |
| When in use for boarding or alighting, the ramp shall be firmly attached to the vehicle so that it is not subject to displacement when loading or unloading a heavy power mobility aid and that no gap between the vehicle and ramp exceeds 5/8 inch. | YES |
| A compartment, securement system, or other appropriate method shall be provided to ensure that the stowed ramp does not impinge on a passenger's wheelchair or mobility aid, or pose any hazard to passengers in the event of a sudden stop or maneuver. | YES |
| A white, yellow or orange band running the full width of the ramp shall be provided on the vehicle floor at the edge of the platform and a similar band shall be placed on the ramp at the boarding edge. Edge guards shall extend the full length of the ramp platform on both sides and shall have a minimum height of 2 inches. | YES |
| A warning light in the driver's compartment shall indicate the passenger entrance door is open or ajar. | YES |
| <u>SECUREMENT SYSTEM</u> | |
| At each mobility aid position a securement systems shall be provided to securely hold the mobility aid in position. | YES |
| Q-Straint Model # Q-10007 Retractable Securement System with "L" slider track (flanged). Systems by other manufacturers may be accepted with prior approval. | YES |
| The system shall utilize flanged "L" continuous track, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. | YES |
| Each securement position system shall consist of four (4) adjustable, securement strap assemblies that attach to the structural frame of the mobility aid at four separate points, and anchor into the track on the vehicle floor at four separate points. Each securement system shall | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| have a corresponding occupant restraint system. The occupant restraint system shall consist of adjustable lap belt and a shoulder belt, and shall meet all applicable Federal Motor Vehicle Safety Standards. | |
| The securement system and their attachments to the vehicle shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg and a minimum of 5,000 pounds for each mobility aid. In addition, the securement system shall meet the "30 mph /20g standard" developed at the University of Michigan. Test results verifying these requirements shall be available and, if requested, a copy shall be submitted to INDOT. | YES |
| The securement system shall secure common wheelchairs and mobility aids and shall either be automatic or easily attached by a person familiar with the system and mobility aid and having average dexterity. | YES |
| A minimum of two tracks at each mobility aid position, each of sufficient length for proper attachment and positioning of the belts, shall be placed parallel to each other and perpendicular to the direction in which the mobility aid faces. The minimum length of the front track shall be 36 inches and the minimum length of the rear track shall be 30 inches. The distance between centerlines of the tracks shall be approximately 41 inches. | YES |
| <i>Note:</i> Alternative belt-track systems, using shorter pieces of track (if maneuverability of mobility aids or safety of ambulatory persons is affected) and alternative locations for mounting track, will be considered provided that prior approval is obtained from INDOT. | |
| The tracks shall be securely flush mounted to the floor of the vehicle in such a way as to ensure they will not pull away from the floor or shift position under anticipated loads. The flush mounted tracks shall have no gaps between the ends or sides of the track and the floor covering. The vehicle floor anchorage for the securement system shall be capable of withstanding a tensile load of 6,000 lbs. applied at a 45 degree angle at each track or floor plate slot when tested with the applicable track fitting. Test results to verify this requirement shall be available and, if requested, shall be submitted to INDOT. | YES |
| Care should be taken to avoid damage to any of the vehicle's components during installation of the securement system. | YES |
| When the wheelchair or mobility aid is secured in accordance with manufacturer's instructions, the securement system shall limit the movement of an occupied wheelchair or mobility aid to no more than 2 inches in any direction under normal vehicle operating conditions. | YES |
| In addition, storage pouches shall be made to store the straps and buckles off the floor when they are not in use. The stored straps and the securement tracks shall not interfere with passenger movement or sitting space, shall not present any hazardous condition, shall be reasonably protected from vandalism, and shall be readily accessed when needed for use. Q-Straint Q5-8522, Sure-lok FE 201145 or approved equal. One storage pouch per each wheelchair tiedown position. | YES |
| The Respondent shall submit with the proposal a description, in detail, with supporting drawings (may be clear hand-drawn sketches) and literature showing the type and location of the securement system to be furnished. | YES |
| <u>WEBBING LOOPS</u> | |
| Q-Straint Q5-7580, Sure-Lok FE-200750 or approved equal. To assist with securement of | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| electric wheelchairs. | |
| <u>DEMONSTRATE USE OF SECUREMENT SYSTEM</u> | |
| The Respondent shall provide with each vehicle upon delivery a pamphlet/brochure and video describing (and instructing) the use of the securement system and shall demonstrate to the recipient the proper method of using the system. | YES |
| Demonstration of use of the securement system must be performed to ensure correct use of the belt-track system. | YES |
| As part of the instruction process, the instructor shall have the student actually use the securement system and tie down a mobility aid in its proper location in the vehicle. Arrangements for having a wheelchair or other mobility aid should be made with the receiving agency prior to delivery of the vehicle. This process ("hands on" instruction) shall be repeated until the student completely understands the system's use and will be able to instruct others in its use. | YES |
| Adequate time shall be allowed to accomplish this instruction and costs shall be included in the proposal price for the basic vehicle. | YES |
| <u>OCCUPANT RESTRAINT SYSTEM</u> | |
| A restraint system shall be provided for the occupant of the wheelchair or other mobility aid. | YES |
| The occupant restraint system shall be a seat belt and shoulder harness assembly, complying with all applicable provisions of 49 CFR part 571, attached to the floor or side of the vehicle. A retractor or other device (such as a detachable clip) shall be provided to keep the belt webbing and strap off the floor when the belt is not in use. | YES |
| <u>CONTROL INTERLOCK</u> | |
| The side ramp and left side passenger sliding doors shall be equipped with an interlock system which will enable the vehicle brakes and/or transmission that will prevent the vehicle from moving when either of the side slide doors are open. System shall incorporate a dash mounted red LED flashing light that will alert driver when either side sliding door is open and interlock is activated." | YES |
| (Deleted) | N/A |
| <u>TESTING</u> | |
| The vehicle shall be thoroughly inspected and tested during construction and upon completion to ensure all equipment is installed and operating properly. Tests shall be performed to ensure that the completed vehicle is rustproof, watertight, fume proof and all vehicle and equipment fluids are specifications. All provisions of 49 CFR part 665 (Bus testing) shall be met, and a certificate assuring compliance with these regulations shall be submitted with the proposal. | YES |
| <u>MAINTENANCE/INSPECTION SCHEDULE</u> | |
| The successful Respondent shall supply the recipient agency at the time of delivery a detailed maintenance and inspection schedule for the vehicle. The maintenance and inspection schedule shall incorporate the required maintenance and inspection of the basic vehicle and its subsystems (e.g. ramp, securement devices, etc.) as prescribed by respective manufacturers. | YES |

| Low Floor Minivan Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| <u>GRAB HANDLES</u> | | |
| At least one grab handle, preferably located on the right side of the door shall be provided at both the right front passenger's door and at the wheelchair access/sliding passenger door. | YES | |
| The handrail(s) shall permit sufficient turning and maneuvering space for wheelchairs and other mobility aids to reach the securement locations from the ramp. | | |
| The handrail(s) shall be provided in a configuration which allows persons with disabilities to grasp such assists from outside the vehicle while starting to board, and to continue using such assists throughout the boarding process. Handrails shall have a cross-sectional diameter of between 1 1/4 inches and 1 1/2 inches or shall provide and equivalent grasping surface, and have eased edges with a corner radii of not less than 1/8 inch. Handrails shall be placed to provide a minimum 1 1/2 inches knuckle clearance from the nearest adjacent surface. | | |
| <u>STORAGE WALL POUCH</u> | | |
| Q5-8555 or FE201145 or approved equal | | YES |
| <u>DELIVERY LOCATION</u> | | |
| The Respondent shall deliver the vehicles to a mutually agreed upon location/facility in the Indianapolis area. Agency names, contacts, addresses and phone numbers will be provided to the Respondent prior to delivery. | | YES |
| At time of delivery, the Respondent will demonstrate the use of the securement system to the agencies. | | YES |
| <u>INSPECTION</u> | | |
| INDOT and/or the agency receiving the vehicle reserve the right to inspect the first vehicle, or any subsequent vehicle or vehicles, produced in conformation with the specifications by any manufacturer and intended for delivery to the specified recipient agency. The inspection may be performed at the place of manufacture (or conversion) of the vehicle at any stage of construction, if INDOT or the agency desires to exercise this option; or may be performed at the Respondent's place of business, at the recipient agency's location, or at a mutually agreed upon site. | | YES |
| The Respondent and/or manufacturer shall give all needed assistance to INDOT and/or agency personnel in the performance of the inspection. The inspection, if made, will be in detail by INDOT and/or agency personnel and may involve modifications, additions, and/or deletions for the purposes of complying with the specifications, to the vehicle and all other like vehicles before the vehicle(s) will be accepted and payment authorized. Also, any delivered vehicle not conforming to the specifications can be rejected and major corrections required; or the production of a new vehicle meeting the specifications may be required. | | YES |
| <u>SERVICE POLICY/WARRANTY</u> | | |
| The successful Respondent shall furnish with the vehicle the manufacturer's owner service policies and warranties for the basis vehicle, the modification of the vehicle and all equipment. | | YES |
| The warranty for the basis van shall be the manufacturer's standard warranty minimum 3 years/36,000 miles. | | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| The warranty for the modification of the vehicle shall provide that, at a minimum, all repairs and replacements needed due to factory defects shall be furnished and installed promptly without charge by authorized service representatives within the first 90 days after final delivery of the vehicle. | YES |
| The ramp system shall be covered by a warranty that, at a minimum, all replacement parts and repairs needed due to defects in material or workmanship shall be furnished and installed promptly without charge by authorized service representatives within the first year or first 12,000 miles after final delivery of the vehicle. | YES |
| The removable seat system shall be covered by a warranty providing that, at a minimum, all replacement parts and repairs needed due to defects in material or workmanship shall be furnished and installed promptly without charge by authorized service representatives within the first year after final delivery of the vehicle. | YES |
| The radial tires and battery shall be covered by the warranty that is standard to the industry, at a minimum. | YES |
| The rustproofing shall be covered by a warranty that is standard to the rustproofing industry and which shall provide for, at a minimum, at least five (5) years of protection through rust-through. | YES |

2.2. Specification Compliance Checklist - Small Transit Vehicle

In the yellow shaded boxes, please confirm the Respondent meets each Vehicle Specification by adding a "Yes" or "No", unless otherwise specified. Please refer to Section 1.6.1 of the RFP for how to submit questions or concerns about any of the specifications, or to request an exception to the specifications.

The fact that every item constituting the construction of the unit is not specifically mentioned nor described will be interpreted to mean that the Respondent shall install items that conform to the **best known engineering standards of the trade, relative to design, strength, quality, and workmanship**. Furthermore, each unit is to be delivered fully equipped, with all manufacturer's standard equipment and accessories, unless otherwise requested. This equipment must meet the latest federal safety regulations.

Please note that Tab D of the Cost Proposal contains additional optional equipment for which the Respondent must provide a cost addition or reduction.

STARTRANS SENATOR II

| Small Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| <u>BODY AND CHASSIS REQUIREMENTS</u> | |
| This vehicle shall be of the "body on chassis" type and will involve construction of a bus body on a heavy duty cut-away van chassis or a light or medium duty truck chassis. The vehicle body shall be manufactured by a body manufacturer for transit application, not "converted" or "modified" to a transit vehicle from a sports van, passenger van or wagon, delivery vehicle, school bus, recreational vehicle or similar vehicle. Body construction shall be conventional | YES |

Optional Proposal for the Low Floor Minivan
Mobility Venture / MV-1

2. Requested Information

2.1. Specification Compliance Checklist - Low Floor Minivan

In the yellow shaded boxes, please confirm the Respondent meets each Vehicle Specification by adding a "Yes" or "No", unless otherwise specified. Please refer to Section 1.6.1 of the RFP for how to submit questions or concerns about any of the specifications, or to request an exception to the specifications.

The fact that every item constituting the construction of the unit is not specifically mentioned nor described will be interpreted to mean that the Respondent shall install items that conform to the **best known engineering standards of the trade, relative to design, strength, quality, and workmanship**. Furthermore, each unit is to be delivered fully equipped, with all manufacturer's standard equipment and accessories, unless otherwise requested. This equipment must meet the latest federal safety regulations.

Please note that Tab D of the Cost Proposal contains additional optional equipment for which the Respondent must provide a cost addition or reduction.

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| Removal of the standard factory production minivan floor and lowering of same to increase the interior headroom. Also, reinforcement of the body frame as appropriate. | YES PER ADDENDUM |
| <u>GENERAL DESCRIPTION OF VEHICLE</u> | |
| Installation of insulation, floor covering, interior fixtures and finishings. | YES |
| The vehicle shall at a minimum, seat three (3) ambulatory passengers (excluding the driver). The front passenger seat shall be removable so the vehicle can accommodate two (2) wheelchair or other mobility aid passengers and three (3) ambulatory passengers (see attached floor plans in Section 3.1 of this Attachment). An option to provide a convertible two-passenger center bench seat may be chosen to increase the seating capacity to six (6) ambulatory passengers. | YES PER ADDENDUM |
| Installation of a securement system and occupant restraint system for mobility aid users. | YES |
| Installation of a manual swing-away ramp in the passenger entrance way. The ramp shall allow for easy boarding of persons in mobility aids and "swing-away" for boarding of ambulatory persons. | YES PER ADDENDUM |
| Installation of extended passenger door as necessary to accommodate the ramp. | YES |
| Other modifications called for in these specifications, as well as any and all modifications required to provide a complete functioning vehicle | YES |
| <u>BASIC VEHICLE</u> | |
| <i>The basic vehicle shall be provided with the following factory-installed (except where noted) equipment</i> | |
| Minimum G.V.W.R. of 6,050 pounds with manufacturer's heaviest duty suspension, minimum wheelbase of 121 inches, minimum overall length of 200 inches, and a minimum overall width of 76 inches. | YES |
| Six cylinder gasoline engine with a minimum displacement of 3.3 liters. | YES |
| 6 speed w/overdrive automatic transmission. | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| Factory Anti-Lock Brake System (ABS). | YES |
| Power steering, including a tilt steering wheel and cruise control. | YES |
| Maximum (heavy duty) cooling system. | YES |
| Total battery capacity of at least 600 cca (cranking performance amperes at 0 degrees Fahrenheit). The capacity (in cca's) must be stated in the proposal. | Battery Capacity: 750 |
| Alternator or generator with a minimum capacity of 160 amps. The capacity (in amps) must be stated in the proposal. | Alternator Capacity: 150 |
| Fuel tank – Minimum capacity of 20 gallons. The actual capacity (in gallons) must be stated in the proposal. | Fuel Tank Capacity: 24 |
| Oil pressure, temperature, ammeter or voltmeter gauges or warning lights. | YES |
| 12 volt power outlet. | YES |
| Dual adjustable outside mirrors. | YES |
| Windows all around (i.e. all factory available windows in body side, side doors and rear). | YES |
| Tinted glass in windshield and all windows. | YES |
| High output front heater. | YES |
| Front and rear bumpers. | YES |
| Insulated headliner for the full length of the driver and passenger compartments. | YES |
| Insulated sidewalls finished with the minivan manufacturer's standard, or equivalent, covering. Interior of all doors shall be covered by manufacturer's standard, or equivalent trim panels and insulated. Also, factory standard, or equivalent, window moldings shall be provided. Carpeting is not allowed in the vehicle interior, unless prior approval is obtained from INDOT. | YES |
| Pads or strips of slip resistant material in step sills at all passenger doors and driver's door. Pads or strips may be non-factory installed. | YES |
| Two speed windshield wipers with intermittent feature. | YES |
| Heater and defroster, including rear window defroster and rear heater. | YES |
| Rear window washer/wiper. | YES |
| OEM AM/FM radio with CD/MP3 and factory installed speakers. | YES |
| Air conditioning, front and rear. | YES |
| Driver's side and front passenger airbags. | YES PER ADDENDUM |
| Chassis must be equipped with (SER) Load Leveling and Height Control and Electronic | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|
| Stability Control (FMVSS 126). | |
| Alarm to sound automatically when the vehicle is placed in reverse. The back-up alarm shall be frame mounted toward the rearmost part of the vehicle and protected from water and road spray. | YES |
| <u>RUSTPROOFING</u> | |
| The vehicle shall be furnished with the standard rustproofing available from the van manufacturer. All extended wheelchair access and entryway door panels shall be rustproofed in a manner equal to or greater than the rustproofing provided by the van manufacturer. | YES |
| <u>UNDERCOATING</u> | |
| All exposed floor attachment seams shall be sealed with a high rated butyl caulk or equivalent. The entire surface of exterior lowered floor shall have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas, and then a fresh application of undercoating over the entire surface. Undercoating shall comply with current Federal and State flammability standards. | YES |
| <u>STRUCTURAL INTEGRITY</u> | |
| The floor and other modifications to the vehicle shall be done in a manner such that the structural integrity of the vehicle is not degraded. The body including the roof shall be of sufficient strength to support the entire weight of the fully loaded vehicle on its top or side if overturned. | YES |
| <u>FLOOR</u> | |
| <i>Sub Floor:</i> The interior floor shall be insulated with 3/8" marine grade plywood to provide a smooth surface for flooring attachment and to minimize interior noise. | YES PER ADDENDUM |
| <i>Floor Assembly:</i> The lowered floor skin shall be constructed of 16 ga. aluminized steel. The frame rails shall be made of 14 ga. formed channels; the floor shall be reinforced with 16 ga. formed channel cross ribs. The floor shall be lowered from the front firewall to just before the rear axle. The width of the floor shall extend from side doorsill to side doorsill. Mobility aid restraint tracks and seat locks shall be beveled, with no sharp edges and will protrude no more than 1/4" above floor surface. | YES PER ADDENDUM |
| The entire floor and modification shall be sealed to prevent any water or air leakage. | YES |
| Manufacturer shall ensure that all components attached to the undercarriage (or other major components) under the vehicle are securely attached and have a minimum of five (5) inches of ground clearance from the roadway when loaded with 1100 lbs. maximum. If the exhaust system has been relocated, it shall be properly attached and not under tension. A heat shield shall be installed in any area where the exhaust pipe is within six (6) inches or less of the gasoline tank. | YES |
| Other methods of floor construction will be considered if prior approval is obtained from INDOT. | YES PER ADDENDUM |
| <u>FLOOR COVERING</u> | |
| The floor shall be covered with a slip retardant sheet flooring consisting of a vinyl composition | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|
| with a raised-disc pattern, similar to Altro flooring, or approved equal. It shall be permanently bonded to the floor with adhesive of waterproof type. All edges of the floor covering are to be properly sealed to prevent entrance of moisture that could cause bulging, ply separation, and/or material failure. All joints in the floor covering shall be the butt type and floor covering shall be cemented to the floor to prevent bubbles or blisters which could create a safety hazard. | PER ADDENDUM |
| The floor covering shall be at least 2.2 millimeters thick overall gauge. | YES PER ADDENDUM |
| All portions of the floor covering shall be of the same material and color including the floor area under and adjacent to the driver's seat, unless prior approval for an alternative is obtained from INDOT. | YES |
| <u>INSULATION</u> | |
| The vehicle shall contain OEM standard insulation in the roof and all body panels, including the extended door, to deaden sound, and reduce vibrations and heat transfers. | YES |
| <u>DOORS</u> | |
| <i>Driver's and Right Front Passenger Doors:</i> No modifications are required on these doors. | YES |
| Pads or strips of slip-resistant material shall be installed in the step sill. The armrest normally attached to these doors shall be retained. | YES |
| Only the driver's door shall be lockable by key from the exterior. | NO EXCEPTION TAB 10 ITEM 11 (a) |
| <i>Wheelchair Access/Sliding Passenger Door:</i> The wheelchair access/sliding passenger door shall be modified to accommodate the swing-away ramp and the lowered floor. The modification shall involve the removal and reinstallation of the door, extending the lower portion of the door to meet the new floor height, and the replacement of the factory installed door track with new galvanized or stainless steel track. The door shall measure, at a minimum, 31.5 inches wide and 56 inches high. Provisions shall be made to keep the door in an open position during passenger loading and unloading. A warning light in the driver's compartment shall indicate the door is open or ajar. | YES PER ADDENDUM |
| <i>Rear Emergency Exit Door (Liftgate):</i> The rear door (liftgate) shall be equipped with a manual device for opening from the inside and outside, which may be quickly released but designed to offer protection against accidental release. The opening device shall be easily reached from the interior of the vehicle. | NO EXCEPTION TAB 10 ITEM 11 (a) |
| <i>Left Side Sliding Passenger Door:</i> An OEM-built second sliding door shall be provided on the rear passenger left side of the vehicle. Second stage manufacturer-built sliding doors are not acceptable for this specification. Door height opening shall be a minimum of 52 inches. Door width shall be as provided by the OEM. Door shall be equipped with an interlock system so that door cannot be opened from the inside or outside when fuel door is open. | NO EXCEPTION TAB 10 ITEM 11 (a) |
| <u>ELECTRICAL</u> | |
| All wiring added during the modification shall be color coded or number coded. All wiring shall | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| be properly insulated and, as necessary, shall be held in place with insulated clamps at a maximum of two foot intervals. There shall be no exposed or loose wiring in the driver or passenger compartment of the vehicle. | |
| <u>LIGHTING</u> | |
| The interior of the vehicle shall be adequately illuminated, and overhead lighting fixtures shall be arranged in such a manner that adequate lighting is provided at the reading plane of the passengers. | YES |
| The stepwell and doorway immediately adjacent to the driver shall have, when the door is open, at least 2 foot-candles of illumination measured on the step tread. | YES |
| The other stepwells and doorways, including the doorway in which the ramp is installed, shall have, at all times, at least 2 foot-candles of illumination measured on the step tread, or ramp, when deployed at the vehicle floor level. | YES |
| The vehicle doorways, including the doorway in which the ramp is installed, shall have outside light(s) which, when the door is open, provide at least 1 foot-candle of illumination on the street surface for a distance of 3 feet perpendicular to all points on the bottom step tread outer edge. Such light(s) shall be located below window level and shielded to protect the eyes of entering and exiting passengers. | YES |
| <u>PAINTING</u> | |
| All exposed metal surfaces, excepting aluminum and stainless steel, must be painted, chromed or galvanized. | YES |
| <u>EXTERIOR PAINT</u> | |
| All painted exterior surfaces shall match the exterior paint color of the basic van. The exterior paint scheme is to be a solid color paint scheme in one the van manufacturer's standard paint colors. | YES |
| The exterior color which is to be provided will be stated on the purchase order(s). However, the Respondent shall submit a list of available standard paint colors with the proposal. | YES |
| <u>INTERIOR PAINT</u> | |
| All interior surfaces which require painting shall be painted the same color. This includes the exposed interior metal surfaces, if any, of the side and rear doors. The successful Respondent shall choose an interior color that is color-keyed to the van's exterior color and harmonizes with the color of the roof liner and any side paneling or other covering. | YES |
| <u>TIRES AND WHEELS</u> | |
| All tires shall be radial tires. The tires shall have a minimum width of 7 inches (178 millimeters) and a minimum nominal rim diameter of 16 inches. A full size spare tire and wheel shall be provided. All tires and wheels shall be of the same size and type and shall be interchangeable. Tires and wheels shall be properly aligned. The type and size of tires must be stated in the proposal. | YES PER ADDENDUM |
| The spare tire shall mount in the rear hatch area. Tire changing equipment, as provided by the OEM, shall include a jack of sufficient strength/capacity, and other tools necessary for changing the mounted tires, shall be stored in a compartment/container within the vehicle. | YES |

| Low Floor Minivan Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|--|
| <u>EMERGENCY EQUIPMENT</u> | | |
| <i>Warning Devices:</i> Three (3) portable warning reflectors (mounted on stands) stored in a latched box. | | YES |
| <i>Fire Extinguisher:</i> One dry chemical fire extinguisher of at least five (5) pound capacity. The extinguisher shall be a multi-purpose A-B-C type and shall be bracket mounted and easily accessible to the driver. | | YES |
| <i>First Aid Kit:</i> A first aid kit with a minimum of ten (10) different units (each unit shall be of a different type from every other unit) shall be mounted in a location most easily accessible to the driver. The box or container shall not be considered as one of the 10 units. | | YES |
| <i>Lug Wrench:</i> A lug wrench of the proper size and type to remove wheels from the van. | | YES |
| <i>Jack:</i> A jack of sufficient strength to safely lift the vehicle for tire changing. | | YES |
| All equipment listed above, including the road flares and reflectors, shall be firmly secured inside the vehicle to prevent any movement by them while the vehicle is in motion. The mounted location of any of the above equipment shall not interfere with the driver's or passenger's limbs or placement of feet or interfere with the movement of passengers and/or mobility aids within the vehicle. Also, none of the equipment shall be mounted on the door. | | YES |
| <u>HEADROOM</u> | | |
| The inside body height of the vehicle from surface of the floor cover to ceiling as measured at any point along the longitudinal center line of the passenger aisleway shall not be less than 57 inches and a minimum interior height of 56 inches must be maintained along the path from the ramp to all securement locations. | | YES |
| <u>DRIVER'S SEAT</u> | | |
| The driver's seat shall be the original OEM seat modified as necessary to accommodate for the lowered floor and located as close as possible to the original position. All original seat adjustments shall be retained in working order. If necessary, a foot rest shall be positioned at the original floor level. | | YES |
| <u>REGULAR PASSENGER SEAT</u> | | |
| The original OEM rear-most 3-passenger bench seat shall be retained, but may be relocated, as necessary, to accommodate for the lowering of the floor and to provide for the maximum possible seating room between the ambulatory passengers and any secured mobility aid. | | YES |
| The passenger seat shall be arranged such that the unobstructed hip-to-knee room as measured at the seat level which is provided for each seated passenger shall not be less than 25.5 inches. Note: This is the minimal acceptable spacing. | | YES |
| The seat back and cushions shall be of the same color and pattern, shall be color-keyed to the vehicle's exterior color and shall harmonize with the vehicle's interior color. | | YES |
| <u>FOLD AWAY REAR SEAT FOOTREST</u> | | |
| Full width, steel footrest for rear seat passengers with positive, up/down positions, manually operated. Top of footrest is minimum 7.25 inches above the floor. Powder coated to match interior floor/trim color. | | NO EXCEPTION TAB 10 |

| Low Floor Minivan Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|---|
| | | ITEM 11 (a) |
| <u>FRONT PASSENGER SEAT</u> | | |
| The front right passenger seat shall be OEM, matching the driver's seat. The seat base shall be adapted to permit easy roll out for mobility aid access/securement. The seat shall lock and unlock easily from the floor area, and have a positive lock device. | | YES PER ADDENDUM |
| The seat shall be modified in such a manner that the tops of the seat backs are approximately the same distance from the vehicle roof as originally intended before lowering the floor. | | YES PER ADDENDUM |
| All non-OEM seats shall meet all applicable FMVSS standard including 207, 208 and 210. | | YES |
| Furthermore, a foot rest shall be placed on the front passenger's seat at original floor level and constructed in such a manner to eliminate any gaps between the foot rest and the right front passenger entry door. | | YES PER ADDENDUM |
| A complete description of the seat modifications and the method of providing the quick release seat shall be provided with the proposal. | | YES PER ADDENDUM |
| <u>OPTIONAL FORWARD FACING REAR FOLD AWAY CENTER SEAT</u> | | |
| <u>Option Must Be Available Upon Request:</u> CE White ADA-35, Braun 125 Fold-A-Way or equivalent. This seat must meet all standard specifications listed in this proposal. Seat shall have vinyl fold up armrest to match seat color on the right side. Fabric and color shall match OEM. | | YES PER ADDENDUM |
| <u>SEATING CONFIGURATION</u> | | |
| The seats and wheelchair positions shall be arranged such that the following seating configurations can be accomplished: | | |
| Three ambulatory passengers (excluding driver) and two mobility aid users - no removable seat in place. | | YES PER ADDENDUM |
| Three ambulatory passengers (excluding driver) and one mobility aid user - front right passenger seat in place. | | YES PER ADDENDUM |
| Four ambulatory passengers (excluding driver) and no mobility aid users. | | YES PER ADDENDUM |
| All seat backs and cushions shall be of the same color and pattern, shall be color-keyed to the vehicle's exterior color, and shall harmonize with the vehicle's interior color. | | YES |
| <u>SEAT BELTS/SHOULDER HARNESS</u> | | |
| A seat belt and shoulder harness shall be provided at the driver's seat. At each passenger seating position, a seat belt shall be provided and, if required by applicable state and federal laws, a shoulder harness shall also be provided. All seat belts and shoulder harnesses shall be of sufficient length to comfortably fit a large adult. | | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| Separate belts shall be provided to secure mobility aid passengers (see Securement System). | YES |
| <u>MOBILITY AID POSITIONS</u> | |
| Mobility aid positions are spaces inside the vehicle for transporting people in wheelchairs or other mobility aids. Each position shall consist of a usable floor area in which a passenger in a mobility aid may be positioned and in which an occupant restraint system and securement devices are to be installed. | YES |
| Two mobility-aid positions will be provided on this vehicle. One position shall be located adjacent and to the right of the driver, and the other position shall be located immediately behind the driver as close to the left side of the vehicle as possible. Both positions shall be forward facing. | NO EXCEPTION TAB 10 ITEM 11 (a |
| The securement system shall be placed as near to the accessible entrance as practicable and shall have a clear floor area of 30 inches by 48 inches. Such space shall adjoin, and may overlap, an access path. Not more than 6 inches of the required clear floor space may be accommodated for footrests under another seat provided there is a minimum of 9 inches from the floor to the lowest part of the seat overhanging the space. | YES PER ADDENDUM |
| The dimensions of these mobility-aid positions are intended to give adequate room for the final traveling position of the mobility-aid and its occupant AND sufficient room for the maneuverability of the mobility aid into that position. The actual placement of the securement devices within the position is described in the Securement System section of these specifications. | YES PER ADDENDUM |
| <u>NO INTERIOR PROJECTIONS</u> | |
| The interior of the vehicle shall be free of all projections. All sharp edges, protruding fasteners and brackets that could cause injury to passengers or catch hold of clothing shall be covered. The interior of the vehicle shall be completely finished. The interior of the vehicle shall be completely finished, and insulated sidewalls shall be vinyl or melamine covered. Carpeting is not to be used as a wall covering unless prior approval is obtained from INDOT. | YES |
| <u>SIGNAGE</u> | |
| Each vehicle shall contain sign(s) which indicate that seats in the front of the vehicle are priority seats for persons with disabilities, and that other passengers should make seats available to those who wish to use them. At least one set of forward-facing seats shall be so designated. | YES |
| Each securement location shall have a sign designating it as such. | YES |
| Characters on such signs shall have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10, with a minimum character height (using an upper case "X") of 5/8 inches, with a "wide" spacing (generally, the space between the letters shall be 1/16 the height of the upper case letters), and shall contrast with the background either light-on-dark or dark-on-light. | YES |
| <u>MOBILITY AID SYSTEM</u> | |
| The mobility-aid system shall permit wheelchair or other mobility aid users to enter and leave the vehicle by means of a ramp and provide for the safe transportation of these persons inside the vehicle. The entire systems shall meet, at a minimum, all applicable requirements of 36 CFR Section 1192.23 (a), (c) and (d) in addition to these specifications. | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|
| The components of the mobility aid system shall include the following: | |
| Ramp | YES |
| Securement system | YES |
| Occupant restraint system | YES |
| All modifications required to the exterior and interior of the minivan to provide a complete functioning system. | YES |
| Control Interlock | YES |
| All parts shall be new. All necessary servicing and adjustments shall be made on the equipment prior to delivery of the vehicle. All equipment shall be ready for immediate and continuous operation upon delivery of the minivan. All exposed metal services shall be painted or shall be corrosion-resistant. | YES |
| <u>RAMP</u> | |
| A ramp designed for manual operation shall be installed on the right (curb) side. The ramp shall be capable of safely supporting a 600 pound load, placed at the centroid of the ramp distributed over an area of 26 by 26 inches, with a safety factor of at least 3 based on the ultimate strength of the material. Test results verifying this requirement shall be available and if requested, a copy shall be submitted to INDOT. | YES |
| The ramp surface shall be continuous and slip resistant, shall not have any protrusions from the surface greater than 1/4 inch high, and shall accommodate both four-wheel and three-wheel mobility aids. | YES |
| The transition from roadway or sidewalk and the transition from vehicle floor to the ramp may be vertical without edge treatment up to 1/4 inch. Changes in level between 1/4 inch and 1/2 inch shall be beveled with a slope no greater than 1:2. | YES |
| The vehicle shall be equipped with a manually operated, 90-degree swing-away mobility access ramp, which folds and unfolds through the right side door. The fold and unfold motion of the ramp must be counter balanced so that the force exerted by the operator does not exceed 15 lbs. The ramp shall have an effective minimum width of 30 inches and a minimum length of 45 inches. The height from the ground to the top of the ramp shall not exceed 12 inches. | YES PER ADDENDUM |
| When in use for boarding or alighting, the ramp shall be firmly attached to the vehicle so that it is not subject to displacement when loading or unloading a heavy power mobility aid and that no gap between the vehicle and ramp exceeds 5/8 inch. | YES |
| A compartment, securement system, or other appropriate method shall be provided to ensure that the stowed ramp does not impinge on a passenger's wheelchair or mobility aid, or pose any hazard to passengers in the event of a sudden stop or maneuver. | YES |
| A white, yellow or orange band running the full width of the ramp shall be provided on the vehicle floor at the edge of the platform and a similar band shall be placed on the ramp at the boarding edge. Edge guards shall extend the full length of the ramp platform on both sides and shall have a minimum height of 2 inches. | YES |
| A warning light in the driver's compartment shall indicate the passenger entrance door is open or ajar. | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| <u>SECUREMENT SYSTEM</u> | |
| At each mobility aid position a securement systems shall be provided to securely hold the mobility aid in position. | YES |
| Q-Straint Model # Q-10007 Retractable Securement System with "L" slider track (flanged). Systems by other manufacturers may be accepted with prior approval. | YES |
| The system shall utilize flanged "L" continuous track, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. | YES |
| Each securement position system shall consist of four (4) adjustable, securement strap assemblies that attach to the structural frame of the mobility aid at four separate points, and anchor into the track on the vehicle floor at four separate points. Each securement system shall have a corresponding occupant restraint system. The occupant restraint system shall consist of adjustable lap belt and a shoulder belt, and shall meet all applicable Federal Motor Vehicle Safety Standards. | YES |
| The securement system and their attachments to the vehicle shall restrain a force in the forward longitudinal direction of up to 2,5000 pounds per securement leg and a minimum of 5,000 pounds for each mobility aid. In addition, the securement system shall meet the "30 mph /20g standard" developed at the University of Michigan. Test results verifying these requirements shall be available and, if requested, a copy shall be submitted to INDOT. | YES |
| The securement system shall secure common wheelchairs and mobility aids and shall either be automatic or easily attached by a person familiar with the system and mobility aid and having average dexterity. | YES |
| A minimum of two tracks at each mobility aid position, each of sufficient length for proper attachment and positioning of the belts, shall be place parallel to each other and perpendicular to the direction in which the mobility aid faces. The minimum length of the front forward shall be 36 inches and the minimum length of the rear track shall be 30 inches. The distance between centerlines of the tracks shall be approximately 41 inches. | YES |
| <i>Note:</i> Alternative belt-track systems, using shorter pieces of track (if maneuverability of mobility aids or safety of ambulatory persons is affected) and alternative locations for mounting track, will be considered provided that prior approval is obtained from INDOT. | |
| The tracks shall be securely flush mounted to the floor of the vehicle in such a way as to ensure they will not pull away from the floor or shift position under anticipated loads. The flush mounted tracks shall have no gaps between the ends or sides of the track and the floor covering. The vehicle floor anchorage for the securement system shall be capable of withstanding a tensile load of 6,000 lbs. applied at a 45 degree angle at each track or floor plate slot when tested with the applicable track fitting. Test results to verify this requirement shall be available and, if requested, shall be submitted to INDOT. | YES |
| Care should be taken to avoid damage to any of the vehicle's components during installation of the securement system. | YES |
| When the wheelchair or mobility aid is secured in accordance with manufacturer's instructions, the securement system shall limit the movement of an occupied wheelchair or mobility aid to no more than 2 inches in any direction under normal vehicle operating conditions. | YES |
| In addition, storage pouches shall be made to store the straps and buckles off the floor when | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| they are not in use. The stored straps and the securement tracks shall not interfere with passenger movement or sitting space, shall not present any hazardous condition, shall be reasonably protected from vandalism, and shall be readily accessed when needed for use. Q-Straint Q5-8522, Sure-lok FE 201145 or approved equal. One storage pouch per each wheelchair tiedown position. | |
| The Respondent shall submit with the proposal a description, in detail, with supporting drawings (may be clear hand-drawn sketches) and literature showing the type and location of the securement system to be furnished. | YES |
| <u>WEBBING LOOPS</u> | |
| Q-Straint Q5-7580, Sure-Lok FE-200750 or approved equal. To assist with securement of electric wheelchairs. | YES PER ADDENDUM |
| <u>DEMONSTRATE USE OF SECUREMENT SYSTEM</u> | |
| The Respondent shall provide with each vehicle upon delivery a pamphlet/brochure and video describing (and instructing) the use of the securement system and shall demonstrate to the recipient the proper method of using the system. | YES |
| Demonstration of use of the securement system must be performed to ensure correct use of the belt-track system. | YES |
| As part of the instruction process, the instructor shall have the student actually use the securement system and tie down a mobility aid in its proper location in the vehicle. Arrangements for having a wheelchair or other mobility aid should be made with the receiving agency prior to delivery of the vehicle. This process ("hands on" instruction) shall be repeated until the student completely understands the system's use and will be able to instruct others in its use. | YES |
| Adequate time shall be allowed to accomplish this instruction and costs shall be included in the proposal price for the basic vehicle. | YES |
| <u>OCCUPANT RESTRAINT SYSTEM</u> | |
| A restraint system shall be provided for the occupant of the wheelchair or other mobility aid. | YES |
| The occupant restraint system shall be a seat belt and shoulder harness assembly, complying with all applicable provisions of 49 CFR part 571, attached to the floor or side of the vehicle. A retractor or other device (such as a detachable clip) shall be provided to keep the belt webbing and strap off the floor when the belt is not in use. | YES |
| <u>CONTROL INTERLOCK</u> | |
| The side ramp and left side passenger sliding doors shall be equipped with an interlock system which will enable the vehicle brakes and/or transmission that will prevent the vehicle from moving when either of the side slide doors are open. System shall incorporate a dash mounted red LED flashing light that will alert driver when either side sliding door is open and interlock is activated." | YES PER ADDENDUM |
| (Deleted) | N/A |
| <u>TESTING</u> | |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| The vehicle shall be thoroughly inspected and tested during construction and upon completion to ensure all equipment is installed and operating properly. Tests shall be performed to ensure that the completed vehicle is rustproof, watertight, fume proof and all vehicle and equipment fluids are specifications. All provisions of 49 CFR part 665 (Bus testing) shall be met, and a certificate assuring compliance with these regulations shall be submitted with the proposal. | YES |
| <u>MAINTENANCE/INSPECTION SCHEDULE</u> | |
| The successful Respondent shall supply the recipient agency at the time of delivery a detailed maintenance and inspection schedule for the vehicle. The maintenance and inspection schedule shall incorporate the required maintenance and inspection of the basic vehicle and its subsystems (e.g. ramp, securement devices, etc.) as prescribed by respective manufacturers. | YES |
| <u>GRAB HANDLES</u> | |
| <p>At least one grab handle, preferably located on the right side of the door shall be provided at both the right front passenger's door and at the wheelchair access/sliding passenger door.</p> <p>The handrail(s) shall permit sufficient turning and maneuvering space for wheelchairs and other mobility aids to reach the securement locations from the ramp.</p> <p>The handrail(s) shall be provided in a configuration which allows persons with disabilities to grasp such assists from outside the vehicle while starting to board, and to continue using such assists throughout the boarding process. Handrails shall have a cross-sectional diameter of between 1 1/4 inches and 1 1/2 inches or shall provide an equivalent grasping surface, and have eased edges with a corner radii of not less than 1/8 inch. Handrails shall be placed to provide a minimum 1 1/2 inches knuckle clearance from the nearest adjacent surface.</p> | YES PER ADDENDUM |
| <u>STORAGE WALL POUCH</u> | |
| Q5-8555 or FE201145 or approved equal | YES |
| <u>DELIVERY LOCATION</u> | |
| The Respondent shall deliver the vehicles to a mutually agreed upon location/facility in the Indianapolis area. Agency names, contacts, addresses and phone numbers will be provided to the Respondent prior to delivery. | YES |
| At time of delivery, the Respondent will demonstrate the use of the securement system to the agencies. | YES |
| <u>INSPECTION</u> | |
| INDOT and/or the agency receiving the vehicle reserve the right to inspect the first vehicle, or any subsequent vehicle or vehicles, produced in conformance with the specifications by any manufacturer and intended for delivery to the specified recipient agency. The inspection may be performed at the place of manufacture (or conversion) of the vehicle at any stage of construction, if INDOT or the agency desires to exercise this option; or may be performed at the Respondent's place of business, at the recipient agency's location, or at a mutually agreed upon site. | YES |
| The Respondent and/or manufacturer shall give all needed assistance to INDOT and/or agency personnel in the performance of the inspection. The inspection, if made, will be in detail by INDOT and/or agency personnel and may involve modifications, additions, and/or deletions for | YES |

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|
| the purposes of complying with the specifications, to the vehicle and all other like vehicles before the vehicle(s) will be accepted and payment authorized. Also, any delivered vehicle not conforming to the specifications can be rejected and major corrections required; or the production of a new vehicle meeting the specifications may be required. | |
| <u>SERVICE POLICY/WARRANTY</u> | |
| The successful Respondent shall furnish with the vehicle the manufacturer's owner service policies and warranties for the basis vehicle, the modification of the vehicle and all equipment. | YES |
| The warranty for the basis van shall be the manufacturer's standard warranty minimum 3 years/36,000 miles. | YES |
| The warranty for the modification of the vehicle shall provide that, at a minimum, all repairs and replacements needed due to factory defects shall be furnished and installed promptly without charge by authorized service representatives within the first 90 days after final delivery of the vehicle. | YES |
| The ramp system shall be covered by a warranty that, at a minimum, all replacement parts and repairs needed due to defects in material or workmanship shall be furnished and installed promptly without charge by authorized service representatives within the first year or first 12,000 miles after final delivery of the vehicle. | YES |
| The removable seat system shall be covered by a warranty providing that, at a minimum, all replacement parts and repairs needed due to defects in material or workmanship shall be furnished and installed promptly without charge by authorized service representatives within the first year after final delivery of the vehicle. | YES |
| The radial tires and battery shall be covered by the warranty that is standard to the industry, at a minimum. | YES |
| The rustproofing shall be covered by a warranty that is standard to the rustproofing industry and which shall provide for, at a minimum, at least five (5) years of protection through rust-through. | YES |

2.2. Specification Compliance Checklist - Small Transit Vehicle

In the yellow shaded boxes, please confirm the Respondent meets each Vehicle Specification by adding a "Yes" or "No", unless otherwise specified. Please refer to Section 1.6.1 of the RFP for how to submit questions or concerns about any of the specifications, or to request an exception to the specifications.

The fact that every item constituting the construction of the unit is not specifically mentioned nor described will be interpreted to mean that the Respondent shall install items that conform to the **best known engineering standards of the trade, relative to design, strength, quality, and workmanship**. Furthermore, each unit is to be delivered fully equipped, with all manufacturer's standard equipment and accessories, unless otherwise requested. This equipment must meet the latest federal safety regulations.

Please note that Tab D of the Cost Proposal contains additional optional equipment for which the Respondent must provide a cost addition or reduction.

| Low Floor Minivan Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| The warranty for the modification of the vehicle shall provide that, at a minimum, all repairs and replacements needed due to factory defects shall be furnished and installed promptly without charge by authorized service representatives within the first 90 days after final delivery of the vehicle. | YES |
| The ramp system shall be covered by a warranty that, at a minimum, all replacement parts and repairs needed due to defects in material or workmanship shall be furnished and installed promptly without charge by authorized service representatives within the first year or first 12,000 miles after final delivery of the vehicle. | YES |
| The removable seat system shall be covered by a warranty providing that, at a minimum, all replacement parts and repairs needed due to defects in material or workmanship shall be furnished and installed promptly without charge by authorized service representatives within the first year after final delivery of the vehicle. | YES |
| The radial tires and battery shall be covered by the warranty that is standard to the industry, at a minimum. | YES |
| The rustproofing shall be covered by a warranty that is standard to the rustproofing industry and which shall provide for, at a minimum, at least five (5) years of protection through rust-through. | YES |

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Please note that Tab D of the Cost Proposal contains additional optional equipment for which the Respondent must provide a cost addition or reduction.

STARTRANS SENATOR II

| Small Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| <u>BODY AND CHASSIS REQUIREMENTS</u> | |
| This vehicle shall be of the "body on chassis" type and will involve construction of a bus body on a heavy duty cut-away van chassis or a light or medium duty truck chassis. The vehicle body shall be manufactured by a body manufacturer for transit application, not "converted" or "modified" to a transit vehicle from a sports van, passenger van or wagon, delivery vehicle, school bus, recreational vehicle or similar vehicle. Body construction shall be conventional | YES |

| Small Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|--|
| type (panels on structural metal frames) as described below. | | |
| <u>BODY CONSTRUCTION</u> | | |
| Structural body members shall be all metal. The metal used in construction of the vehicle body shall be prime commercial quality steel (18 gauge minimum). All other metal shall be zinc-coated steel, aluminum-coated steel, stainless steel, galvanized steel, aluminum or aluminum alloy. | | YES |
| Fiberglass may be used for the construction of the exterior panels ("outer skin") of the body/or the roof "cap") as long as they are securely fastened to metal interior structural members, as specified, and conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS). | | YES |
| The body structure shall be adequately reinforced at all points and corners where stress concentrations may occur, to adequately carry required loads and withstand road shock. The side and end forming shall be so designed and constructed that they will carry their share of the stresses imposed without damage and absorb excessive impacts with as little damage as is practical. | | YES |
| Adequate reinforcement shall be provided around all doors, windows and other openings in order to transfer stresses around these openings. | | YES |
| All posts in body side and roof sections shall be of durable channel or box construction securely fastened to the underframe structure so that the entire frame shall act as one unit without any movement at the joinings. The end posts shall be designed to resist shear. Joints shall be rigid. | | YES |
| A complete description of the frame, including a sketch, showing size, type, location, how frame is attached to chassis, etc. of frame members shall be available and submitted upon request. | | YES |
| The body shall be of sufficient strength to support the entire weight of the fully-loaded vehicle on its top or side, if overturned. A copy of the FMVSS 220 roll over protection test results shall be available and submitted if requested. | | YES |
| All interior panels shall be riveted, welded, or otherwise fastened to body frame. All interior panels, including roof panels or liner, shall be composed of a uniform appearing, easily cleanable, scuff-resistant material, similar to molded fiberglass, vinyl-clad metal sheeting, or painted metal sheeting. Carpeting used as a roof, side, or floor covering will not be allowed, except with prior approval. Exterior body seams shall be constructed in such a manner as to shed water. | | YES |
| All exterior joints and seams shall be protected by the application of a caulking compound. The body shall be sealed and made tight to prevent entrance of dust or moisture into passenger and driver compartments. Before assembling, all metal body parts shall be given a thorough multiple stage anti-corrosion treatment. All nuts, bolts, clips, washers, clamps, and like fasteners shall be zinc or cadmium plates, phosphate coated or stainless steel to prevent corrosion. Exterior body panels shall be securely riveted, welded or fastened in place. | | YES |
| The vehicle body shall be attached to the chassis frame in such a manner as to prevent shifting or separation of the body from the chassis under severe operating conditions. | | YES |
| <u>FLOOR</u> | | |
| The floor shall be metal sheeting covered with waterproof (marine grade) plywood not less than | | YES |

| Small Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|
| three-quarters (0.75) inch thick. The sheet metal shall be galvanized, aluminum or otherwise protected to deter rust. | |
| <u>FLOOR COVERING</u> | |
| All floor covering shall be securely bonded to the floor with fasteners and adhesive of waterproof type. All edges of floor covering are to be properly sealed to prevent entrance of moisture that could cause bulging, ply separation and/or material failure. All joints in floor covering shall be the butt cut type and floor covering shall be cemented to the floor to prevent bubbles or blisters which could create a safety hazard. The floor covering shall be hard fire-resistant gray colored rubber. | YES |
| The floor covering shall be OEM black, pebble grain floor mat in the driver's area. | YES |
| Skid-resistant ribbed flooring shall be provided in all mobility-aid positions. Thickness shall be measured from top of ribs of floor covering. | YES |
| A water type seal shall be provided at the junction of the floor covering with the sidewall panels and wheel housings; and shall be firmly attached to the floor and conform closely to the floor, sidewalls and wheel housings. Alternative methods to ensure a water-tight seal may be used with prior approval. | YES |
| All portions of the floor covering shall be the same material (differing only in whether or not it is ribbed and its thickness) and color. | YES |
| <u>INSULATION</u> | |
| The vehicle body shall be fully insulated in the roof and all body panels to deaden sound and reduce vibrations and heat transfers. | YES |
| The sidewalls of the vehicle shall be fully insulated with fiberglass or other fire-resistant insulation material to a minimum R-value of 6. | YES |
| The roof of the vehicle shall be fully insulated with fiberglass or other fire-resistant insulation material to a minimum R-value of 5. | YES |
| <u>EXTERIOR WIDTH</u> | |
| The width of the vehicle shall not exceed 86 inches at any point, excluding outside mirrors and rear fenders. | YES, PER ADDENDUM |
| <u>AXLES</u> | |
| The front and rear axles of the vehicle shall have the minimum weight ratings of 4,600 and 7,800 pounds respectively. The axles shall be of sufficient strength to carry without damage their share of the actual weight of the vehicle plus anticipated loads and stresses. | YES |
| <u>FRAME</u> | |
| Frame shall be of steel construction and shall be designed to correspond with or exceed standard practice performance criteria for vehicles of this type and for the vehicle weight and anticipated loads and stresses. Gross vehicle weight (GVW) rating shall be a minimum of 11,500 pounds. | YES |
| <u>SUSPENSION SYSTEM</u> | |
| Heavy-duty shock absorbers shall be installed on both the front and rear of the chassis. Springs | YES |

| Small Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|--|
| shall be installed front and rear which are of sufficient strength to carry without damage their share of the actual weight of the vehicle plus anticipated loads and stresses. The suspension shall be strengthened as needed to prevent any listing or leaning to the side of the vehicle on which the lift is located. | | |
| The vehicle shall have a Mor/Ryde "RL" suspension system (or approved equal) | | YES |
| <u>WHEELBASE</u> | | |
| The wheelbase length of the vehicle shall be a minimum of 138 inches. | | |
| <u>ENGINE</u> | | |
| The vehicle shall be equipped with a gasoline engine. The engine shall have a minimum of eight cylinders and meet or exceed a displacement of 410 cubic inches (6.8 liters). | | Engine Displacement (cubic inches or liters) 415 |
| The engine shall be of heavy-duty design and construction. The engine shall be equipped with oil bath or replaceable element dry type air cleaner and replaceable element full flow oil filter. | | YES |
| <u>TRANSMISSION</u> | | |
| The vehicle shall be equipped with a minimum heavy-duty fully five speed automatic transmission with an external oil cooler. | | YES |
| <u>COOLING SYSTEM</u> | | |
| The cooling system will be of a capacity ample to keep the engine within a temperature range which will ensure continuous operation and peak performance under all operating conditions. The cooling system fan and water pump shall be of heavy-duty type. The cooling system shall be protected with permanent type antifreeze to twenty-five degrees below zero Fahrenheit. | | YES |
| <u>EXHAUST SYSTEM</u> | | |
| The vehicle shall be equipped with a heavy-duty truck type muffler and exhaust system and shall exit roadside (driver side of the vehicle). To facilitate this, the spare tire will be shipped loose. | | YES |
| <u>BRAKES</u> | | |
| The service brakes shall be anti-lock power Hydraulic brakes. Service brakes shall be provided on both front and rear wheels and shall be of the self-adjusting hydraulic type. Service brakes shall be disc type. | | YES |
| A heavy-duty parking brake shall also be provided. | | YES |
| <u>STEERING GEAR</u> | | |
| Power steering shall be provided on the vehicle with tilt, multi-position steering wheel and speed (cruise) control. | | YES |
| <u>HORNS</u> | | |

| Small Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| The vehicle shall be equipped with dual horns or a single horn to achieve a 111 decibel rating at 32 feet | YES PER ADDENDUM |
| <u>INSTRUMENT PANEL</u> | |
| The driver's instrument panel shall include, at least, a speedometer, odometer, upper beam headlight indicator, left and right turn signal indicator, fuel gauge, and ammeter or voltmeter. The instrument panel shall also contain either gauges or warning lights indicating oil pressure, brake system pressure and water temperature. The instrument panel shall be adequately lighted. The chassis manufacturer shall provide and cover instrument panel with plastic covering or equivalent in order to provide protection from precipitation from time of manufacture until body is mounted. | YES |
| <u>BACK-UP ALARM</u> | |
| The vehicle shall have an audible, repetitive alarm automatically sounding when the vehicle is moving backwards. The back-up alarm shall be mounted toward the rearmost part of the vehicle and protected from water and road spray. | YES |
| <u>AM/FM RADIO/CD PLAYER</u> | |
| Respondent shall provide an AM/FM stereo radio/cd player with a digital clock installed by the chassis or bus manufacturer and mounted on the appropriate location of the instrument panel, with four (4) speakers (two front, two rear). | YES |
| <u>ELECTRICAL SYSTEM</u> | |
| The electrical system shall be the 12 volt type. All electrical components shall be designed to function effectively under both normal driving conditions and conditions of high amperage requirements at idle speeds. | YES |
| <u>12 VOLT POWER OUTLET (CIGAR LIGHTER)</u> | |
| Respondent shall provide a 12 Volt power outlet. | YES |
| <u>ALTERNATOR</u> | |
| The generating system shall be the OEM standard alternating current type (heavy duty) with alternator capacity minimum 225 amps | YES |
| <u>BATTERY SYSTEM</u> | |
| Dual batteries with a minimum capacity of each battery of not less than 650 CCA. | Battery Capacity (CCA capacity) 650 CCA & 750 CCA=1400CCA TOTAL _____ — |
| The batteries shall be mounted in an accessible location, such as under the hood or in pull-out tray under the body, but shall not be mounted in the passenger compartment of the vehicle. | YES |
| Battery system cables, charging, service life, venting, storage, voltage drop, and installation shall follow SAE recommended practices as well as the criteria outlined in CFR49 393.30. | YES |

| Small Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|--|
| <u>WIRING</u> | | |
| All wiring shall be loomed, and held in place by insulated clamps spaced every 12 inches on center. Wiring shall be color, functioned and/or number coded. A spare wire of nominal size and rating shall be included in the main harness going to the rear of the bus. The wiring system shall in all respects meet the criteria set forth in CFR49 393.27 for specifications, 393.28 for protection, 393.29 for ground systems, 393.32 for detachable electrical connections and 393.33 for wiring installation. | | YES |
| <u>LIGHTS, SIGNALS AND LIGHTING</u> | | |
| The interior of the vehicle shall be adequately illuminated, and overhead lighting fixtures shall be arranged in such a manner that adequate lighting is provided at the reading plane of the passengers. The stepwell and doorway immediately adjacent to the driver shall have, when the door is open, at least 2 foot-candles of illumination measured on the step tread. | | YES |
| All interior and exterior lighting (except for the chassis OEM lights) will be LED. Interior LED lights shall provide a minimum 12-foot candle illumination on a one square foot plane, measured at seat level (except as noted). | | YES PER ADDENDUM |
| The stepwell and doorway lighting shall be flush mounted or shielded with clear lens. | | YES |
| The other stepwells and doorways, including the doorway in which the ramp is installed, shall have, at all times, at least 2 foot-candles of illumination measured on the step tread, or lift, when deployed at the vehicle floor level. | | YES |
| The vehicle doorways, including the doorway in which the lift is installed, shall have outside light(s) which, when the door is open, provide at least 1 foot-candle of illumination on the street surface for a distance of 3 feet perpendicular to all points on the bottom step tread outer edge. Such light(s) shall be located below window level and shielded to protect the eyes of entering and exiting passengers. | | YES |
| The instrument panel shall be indirectly lighted. | | YES |
| Headlights with high and low beam, turn signal lights, rear brake lights, and rear back-up light shall be provided. A four-way hazard warning flasher shall be connected with the turn signal lights. Roof marker lights shall be provided. | | YES |
| The rear stop, tail and turn lights shall be flush mounted into the rear body of the bus. The assemblies shall be separate. | | YES |
| <i>Center High Mount Brake Light:</i> In the back rear of the vehicle. Location to be specified by the Requesting Entity (above or below rear window). | | YES |
| <i>Rear Amber Flashing Lights:</i> Driver accessible switch-operated amber flashing lights. These are to be separate from the turn signals and shall be mounted on the upper rear corners of the rear cap. | | YES |
| <i>Additional Side Turn Signals:</i> Actuated by standard turn-signals. | | YES |
| <u>BUMPER AND TOW HOOKS</u> | | |
| Front bumpers are to be provided. Bumpers shall be of one piece construction and of the heavy-duty type. Front bumpers shall be of steel or steel-reinforced aluminum and shall be attached to the chassis frame. Bumpers shall either be chromed or painted black or white, or | | YES |

| Small Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|---|
| shall have an aluminum finish. Rear tow hooks or tow eyes, with the hooks or eyes and their mountings of sufficient strength to tow the vehicle, must be provided on the vehicle. | |
| Rear bumpers are to be provided. Bumpers shall be of one piece construction and of the heavy-duty type. An energy absorbing rear bumper of the HELP (Romeo Rim) type, or approved equal, shall be provided on the vehicle, in place of the standard rear bumper. | YES PER ADDENDUM |
| <u>HEATING SYSTEM</u> | |
| The heating system shall consist of at least one front and one rear high output unit type heater. The front heater shall be the chassis O.E.M. front unit located in the driver's area and the area heater shall have a minimum 35,000 BTU/Hr. rating and be located in the rear half of the passenger's compartment. All heaters shall have easily accessible driver controls to adjust temperature or heat output level and to turn the system on or off. All supplemental heater hoses shall be manufactured of silicon rubber. Chassis supplied hoses shall remain OEM. | YES |
| The heating system provided shall be capable of maintaining a minimum temperature of 60 degrees Fahrenheit throughout the driver and passenger areas of the vehicle at an outside ambient temperature of zero (0) Fahrenheit under normal operating conditions. | YES |
| Temperature-controlled heat shall be provided at the driver's feet. | YES |
| The rear heater (and any others) shall be installed in a parallel configuration with a heater control valve accessible to the driver. All hoses to and from the rear heater shall be supported by insulated clamps every 18 inches. Heater and associated hardware shall meet SAE standards and practices, and shall meet the applicable criteria of CFR49 393.77 | YES |
| <u>AIR CONDITIONER</u> | |
| Air conditioning equipment shall be adequately sized for proper cooling during stop-and-go operation of the vehicle. Air conditioning equipment shall be capable of providing at least minimal operation at vehicle idling speeds. The air conditioning system shall be thermostatically controlled and shall have condenser fans capable of operating at vehicle idling speeds. | YES |
| The evaporator fans shall be of adequate size. The air conditioning system shall be capable of maintaining a temperature of 75 degrees Fahrenheit or less throughout the driver and passenger compartments of the vehicle with an outside ambient temperature of 95 degrees Fahrenheit and 50 percent relative humidity under normal operating conditions. The air conditioning equipment shall provide for cool air distribution for the full length of the passenger compartment. A complete description of the make and capacity (in BTU's) of the air conditioning system shall be provided with the proposal. | YES See Tab #11 Item 6 and 11(m) |
| The air conditioning system shall consist of: | |
| the chassis O.E.M. front air conditioning unit | YES |
| a rear ceiling-mounted unit | YES |
| dual compressors meeting the following requirement of BTU/Hour Minimum Rating 55,000 | YES |
| The Respondent shall provide descriptive material of the air conditioning equipment proposed to be furnished as part of the proposal. | YES See Tab #11 |

| Small Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|--|
| | | Item 6 and 11(m) |
| <u>FAST IDLE SOLENOID</u> | | |
| A fast idle solenoid or equivalent system shall be installed on the vehicle. The system must permit higher engine RPM's while the vehicle is at rest without need of the driver to continuously depress the accelerator pedal. With transmission in Park, and parking brake set, fast idle will automatically increase RPMs to a pre-set level when a low voltage condition is detected. | | YES |
| <u>INTERIOR MIRRORS</u> | | |
| An interior rear-view mirror shall be provided with a minimum viewing area of 64 square inches. | | YES |
| <u>EXTERIOR MIRRORS</u> | | |
| Two powered, heated side-mounted exterior rear-view mirrors shall be provided, one on the left and one on the right side of the vehicle opposite the driver. The exterior rear-view mirrors shall be firmly supported and set to give a clear view past the left and right corners of the vehicle. The exterior mirrors support(s) must be of sufficient length to allow a clear view along the entire side of the vehicle. Each exterior rear view mirror shall be dual lens. The top lens shall be a flat mirror, measuring at least 6 inches by 9 inches. The bottom lens shall be a convex mirror measuring at least 6 inches by 3 inches. Mirror frames and supports shall have a corrosion-resistant finish. Mirrors shall meet SAE recommended standards and CFR49 393.80 as appropriate. | | YES |
| <u>FRONT SERVICE ENTRANCE</u> | | |
| A front service entrance shall be provided on the right side (i.e., curb side) of the vehicle directly opposite the driver's seat. The front service door shall have a minimum horizontal clear opening of 32.0 inches (measured between the opened door panels) and a minimum vertical opening of 75 inches. The sides of the front service entrance shall be vertical and parallel to each other. | | YES |
| The front service door shall be closed by means of a driver-actuated power-operated door control. | | YES |
| The front service entrance shall have at least two interior steps below floor level. Each step shall be at least 24 inches wide and have at least 9 inch tread depth at any location on the step. The first step height from the street level shall not be more than 12 inches from the ground as measured to top of step tread when the vehicle is empty except for seats and normal equipment. | | YES |
| The tread surfaces of the front service entrance steps shall be covered with hard fire-resistance rubber covering. The rubber covering on tread surfaces shall be at least three-sixteenths (0.187) inch thick with ribbed surface. Thickness shall be measured from top of ribs of floor covering. | | YES |
| The rubber covering shall be permanently bonded to the metal step surfaces and shall be properly sealed to prevent moisture from getting underneath. Step edges shall be marked in yellow. This includes the first step into the vehicle as well as the top of the last step at the intersection with the vehicle floor. | | YES |
| The outer edge of the front service door shall be weather-stripped, as necessary, to provide a | | YES |

| Small Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| water-tight seal around the entire entryway including all steps. Suitable padding, to protect the heads of boarding or exiting passengers, shall be installed on the inside of the vehicle on the lintel of the front service entrance doorway. Any "gap" between the lowest part of the door(s) and the mating step surface greater than 3/8" shall be sealed by a thick rubber threshold seal or brush comb. | | |
| <u>DRIVER ENTRANCE DOOR</u> | | |
| A driver entrance door will be provided on the left side (i.e., driver's side) of the vehicle adjacent to the driver's seat. The entrance shall be hinged and of the sedan type and it shall be equipped with a key lock built into the door that may be locked to prevent opening of the door. The lock shall be such that it may be unlocked with the key from the outside. Also, if a driver entrance door is provided, pads or strips of skid-resistant material shall be installed in the step sill or on the step(s). | | YES |
| An armrest on the left side must be provided for the driver. This armrest may be either attached to the left side of the vehicle or door or may be attached to the driver's seat. | | YES |
| <u>MOBILITY AID ACCESS DOORS</u> | | |
| An access door(s) shall be provided as specified. | | YES |
| <u>WINDSHIELD</u> | | |
| Tinted windshield with two speed electric windshield wipers with intermittent feature and windshield washers. | | YES |
| <u>DRIVER WINDOWS</u> | | |
| The driver shall be provided with an openable window on the left side. The driver's side window must be equipped with a locking device on the inside, unless it is the type which is rolled (i.e., cranked) up and down from the inside. If a driver entrance door is provided, the driver's side window shall be mounted in the driver entrance door. | | YES |
| The driver also shall be provided with one or two windows located in the right side of the vehicle between the forward side of the front service entrance and the dashboard or windshield. The window(s) shall provide improved viewing to the right of the vehicle when the driver is seated in the driver seat. The total area of the window glass (the area of one window is only one window is provided or the sum of the areas if two are provided) shall be a minimum of 290 square inches. | | YES |
| <u>WINDOWS</u> | | |
| Side passenger windows shall be provided throughout the passenger compartment. All side passenger windows must be of "T" type. All "T" type windows shall be mounted top venting. Only exception would be for any required smaller body fill windows where full size windows could not be provided. These windows can have solid glass. Only one such type window can be used per side. | | YES |
| All passenger service entrance doors shall contain windows of the fixed type. | | YES |
| All window glass shall be of the safety type and shall be tinted. All window glass shall conform to Federal Motor Vehicle Safety Standard No. 205. | | YES |
| At least one (1) window on each side will be an emergency exit window meeting FMVSS 217 | | YES |

| Small Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| requirement. | |
| <u>REAR EMERGENCY EXIT DOOR</u> | |
| In lieu of a rear window. Provide a rear emergency exit door 35" x 58" or larger with upper and lower window in lieu of the rear emergency window specified. The door shall be marked with interior and exterior "Emergency Door" or "Emergency Exit" signage with 1" letters either applied above the door or on the upper most part of the top door window. The door shall also be identified with an interior red light. The light shall be mounted above the door and lighted at all times when the engine is running. The Respondent shall also provide a rear door ajar light and buzzer, driver viewable from the instrument panel | YES PER ADDENDUM |
| <u>FUEL TANK</u> | |
| A fuel tank(s) with a total capacity of not less than 30 gallons shall be provided. | Fuel Tank Capacity (gallons) 40 |
| The fuel tank(s) shall be of heavy-duty construction, adequately protected, and shall be mounted outside of the passenger compartment of the vehicle. | YES |
| <u>DRIVE SHAFT GUARD</u> | |
| Each drive shaft shall be equipped with a protective metal guard or guards to prevent whipping through the floor or dropping to the ground in the event of a tube or universal joint failure or if the drive shaft breaks. | YES |
| <u>SUN VISOR</u> | |
| The vehicle shall be equipped with a sun visor on the driver's side of the vehicle. | YES |
| <u>UNDERCOATING</u> | |
| The Respondent shall undercoat the entire underside of the vehicle body including undersides of fenders with fire-resistant asphalt base, rubber base, water base or equivalent undercoating material applied by spray method in order to seal, deaden sound, insulate and prevent oxidation. The undercoating material shall be applied in addition to the rustproofing compound or sealant and shall be applied after the rustproofing procedure has been completed. | YES |
| <u>PAINTING</u> | |
| All exposed metal surfaces, except aluminum, stainless steel and chrome must be painted. | YES |
| <u>EXTERIOR PAINT</u> | |
| The exterior color shall be white or off-white. | YES |
| <u>INTERIOR PAINT</u> | |
| All interior metal surfaces (except stainless steel, bright aluminum or chrome) which require maintaining shall be painted the same color. This includes the exposed interior metal surfaces, if any, of the side and rear doors. The interior color shall be color-keyed to the vehicle's | YES |

| Small Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| exterior or interior color and shall harmonize with the color of the roof liner and any side paneling or other covering. | |
| <u>TIRES AND WHEELS</u> | |
| All tires shall be steel-belted radial tires. Dual or tandem rear wheels shall be provided on the vehicle. The vehicle shall be equipped with two front and four rear wheels and tires. A spare steel-belted radial tire and wheel shall be provided (shipped loose). All wheels shall be either chromed or painted to match the exterior color of the body. Heavy duty rubber mud flaps shall be provided on the front and rear tires. | YES |
| All tires and wheels, including the spare, shall be of the same type and size and shall be interchangeable. Tires and wheels shall be properly balanced and aligned. | YES |
| <u>EMERGENCY EQUIPMENT</u> | |
| The following equipment shall be provided on the vehicle. | YES |
| <i>Warning Devices:</i> Six (6) 30-minute road flares and three portable warning reflectors mountable on stands. | YES |
| <i>Fire Extinguisher:</i> One dry chemical fire extinguisher of at least five (5) pound capacity shall be furnished and shall be bracket mounted and easily accessible to the driver. The extinguisher shall be a multi-purpose A-B-C type. | YES |
| <i>First Aid Kit:</i> A first aid kit with a minimum of ten (10) different units (each unit shall be of a different type from every other unit) shall be furnished and mounted in a location easily accessible to the driver. The box or container shall not be considered as one of the 10 units. | YES |
| <i>OSHA Approved Body Fluid Clean Up Kit.</i> | YES |
| <i>Seat Belt Cutter</i> | YES |
| All equipment listed above, including road flares and reflectors, shall be firmly secured inside the vehicle to prevent any movement by them while the vehicle is in motion. The mounted location of any of the above equipment shall not interfere with the driver's or passengers' limbs or placement of feet or interfere with movement of passengers and/or wheelchairs or other mobility aids within the vehicle. Also, none of the equipment shall be mounted on a door. | YES |
| <u> AISLE </u> | |
| The aisle will provide a clear passageway not less than 16 inches wide from the front service door to the back of the passenger compartment. | YES |
| <u>HEADROOM</u> | |
| The inside body height of the vehicle from surface of floor covering to ceiling as measured at any point along the longitudinal center line or passenger aisleway shall not be less than 75 inches. If an air conditioning unit is provided, the minimum inside height may be less than 75 inches, as necessary for installation of the rear air conditioning unit, at the extreme rear of the vehicle only. | YES |
| <u>DRIVER'S SEAT</u> | |

| Small Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| The driver's seat shall be the fully padded, high-back, contoured bucket type of heavy-duty construction. The driver's seat shall be easily adjusted forward and backward without the use of tools. The seat shall include a fold-up right armrest. | YES |
| <u>DIAMOND PLATE RUNNING BOARD</u> | |
| An aluminum running board shall be installed on the driver's side of the vehicle. The running board shall be of one-piece construction, rattle free, and extend from the rear of the front wheel to the rear of the driver's door. The minimum useable step depth shall be 8 inches. | YES |
| <u>OVERHEAD STORAGE COMPARTMENT</u> | |
| Located above and front of the driver's seat. | YES |
| <u>REGULAR PASSENGER SEATS</u> | |
| All regular passenger seats shall be forward-facing, mid-back bucket. | YES |
| Passenger seats shall be securely fastened to parts of vehicle that support them by means of bolting or other method which allows for their removal by use of common tools (i.e., welding is not acceptable). All passenger seats and supporting frames shall be of heavy-duty construction. | YES |
| Seat padding and covering shall be fire-resistant. Passenger seats shall be fully padded and shall be covered with commercial grade vinyl with a minimum weight of 32 ounces per linear yard. | YES |
| All seats backs and cushions in the vehicle shall be of the same color and pattern and shall be color-keyed to the vehicle's exterior color and shall harmonize with the vehicle's interior color. | YES |
| Passenger seat depth shall be at least 16 inches and the seating level at each passenger seat shall be approximately 18 inches, plus or minus 1/2 inch, above the floor. Passenger seats intended to seat two or more passengers abreast shall provide a minimum of 17 1/2 inches per passenger. The type of the seat back cushion at each passenger seat shall be between 32 inches and 38 inches above the floor (tops closer than 32 inches from the floor will not be accepted). The seat back cushion shall come close to the seat bottom cushion, and an interior angle of 97 degrees to 105 degrees shall be maintained. | YES |
| Passenger seats shall be arranged such that the unobstructed hip-to-knee room as measured at seat level, which is provided for each, seated passenger shall not be less than 26 inches. (Note, this is the minimal acceptable spacing, greater spacing may be provided.) | YES |
| Grab rails shall be provided on seats adjacent to the aisle, including fold away seats. | YES |
| Folding, molded armrests shall be provided on all fixed and fold away seats adjacent to an aisle. | YES |
| <u>SEAT BELTS AND SHOULDER HARNESS</u> | |
| A retractable seat belt and shoulder harness shall be provided at the driver's seat and a retractable seat belt (and shoulder harness where required) at each passenger seating position. All seat belt systems shall be a minimum of 44 inches long when measured, with the belts buckled, from the junction of the belt and seat cushion, around the passenger to the junction of the belt and seat cushion on the other side. | YES |
| <u>TWO (2) 12" SEAT BELT EXTENSIONS</u> | |

| Small Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| Compatible with existing seat belts | YES |
| <u>MOBILITY AID POSITIONS</u> | |
| Mobility aid positions are spaces inside the vehicle for transporting persons in wheelchairs other mobility aids, which are to be provided on vehicles having lifts. Each position shall consist of a usable floor area in which a passenger in a wheelchair or other mobility aid may be positioned and in which a occupant restraint system and a set of securement devices are to be installed. All mobility aid positions shall be designed to secure wheelchairs or other mobility aids in a forward-facing position and shall be flush mounted with the floor. | YES |
| Each mobility aid position shall be at least 30 inches wide and 48 inches deep. The dimensions of these positions are intended to give adequate room for the final traveling position of the wheelchair or other mobility aid and its occupant AND sufficient room for the maneuverability of the wheelchair or other mobility aid into that position. The actual placement of the securement devices within the mobility aid position is described under "Securement System." | YES |
| <u>FLOOR PLAN</u> | |
| Passenger seats shall be arranged such that the unobstructed hip-to-knee room as measured at seat level, which is provided for each seated passenger, shall not be less than 26 inches. | YES |
| In determining locations of mobility aid positions, special attention should be paid to maintaining adequate aisle and passage widths within the vehicle. There shall be an unobstructed passageway at least 28 inches wide for the passage of wheelchairs or other mobility aids from the lift to all positions. | YES |
| If a mobility aid position (MAP) is located between the rear wheelwells, the MAP shall be placed (as close as practical) adjacent to the left rear wheelwell cover. | YES |
| An example of an acceptable floor plan for this vehicle is included in Section 3.2 of this Attachment. Other seating arrangements may be approved if all specifications are met. | YES |
| A two passenger fold away seat shall be installed just forward of the left rear wheelchair tiedown position. | YES |
| The vehicle shall have up to two (2) mobility-aid positions with seating for a minimum of eight (8) ambulatory passengers. | YES |
| <u>STANCHIONS, GRAB RAILS AND BARRIER PANELS</u> | |
| An overhead ceiling-mounted grab rail, placed over one side of the aisle, shall be provided for the full length of the vehicle's passenger aisleway. | YES |
| A grab rail shall be provided on each side (on the interior of the entryway) of the front service entrance doorway. Each front entryway grab rail shall be so positioned to permit easy use by passengers to assist them in embarking and debarking the vehicle. Grab rails shall be of minimum one and one-eighth (1 and 1/8) inch outside diameter stainless steel tubing. Grab rails shall not be padded. | YES |
| One vertical stanchion shall be mounted at the rear of the driver's seat next to the aisle. Another vertical stanchion as well as a barrier panel shall be installed at the rear of the front service entrance stepwell. | YES |
| All vertical stanchions shall extend from floor to ceiling or from floor to overhead grab rails. | YES |

| Small Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| Stanchions shall be of minimum one and one-fourth (1.25) inches outside diameter stainless steel tubing. | |
| Barrier panels shall be adequately reinforced and shall be padded on any side facing passenger seating positions. | YES |
| <u>INTERIOR (OTHER)</u> | |
| The interior of the vehicle shall be free of all projections. All sharp edged, protruding fasteners and brackets that could cause injury to passengers or catch hold of clothing shall be covered. The interior walls and ceiling of the vehicle shall be completely finished. The sidewalls and ceiling shall be covered with vinyl-clad metal, reinforced fiberglass, or other material standard to the industry such that a scratch-resistant, durable, and easily cleanable surface is provided. Carpeting is not allowed in the vehicle interior, except with prior approval. | YES |
| <u>INTERIOR WIDTH</u> | |
| The vehicle shall have a minimum interior width, measured at seat cushion level, of 81 inches. | YES |
| <u>SIGNAGE</u> | |
| Each vehicle shall contain sign(s) which indicate that seats in the front of the vehicle are priority seats for persons with disabilities, and that other passengers should make such seats available to those who wish to use them. At least one set of forward-facing seats shall be so designated. Each securement location shall have a sign designating it as such. | YES |
| Characters on such signs shall have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height between 1:5 and 1:10, with a minimum character height (using an upper case "X") of 5/8 inch, with "wide" spacing (generally, the space between letters shall be 1/16 the height of upper case letters), and shall contrast with the background either light-on-dark or dark-on-light. | YES |
| <u>VEHICLE CLEARANCE STICKER</u> | |
| A vehicle clearance sticker indicating the maximum height of the vehicle shall be provided and located in easy view of the driver. | YES |
| <u>MOBILITY AID SYSTEM</u> | |
| A mobility aid system for users of wheelchairs or other mobility aids shall be provided on all vehicles. The system shall permit persons to enter and leave the vehicle while in a wheelchair or other mobility aid by means of a vertical lifting platform or lift and also provide for the safe transportation these persons inside the vehicle. | YES |
| The components of the mobility aid system shall include the following: | |
| Lift | YES |
| Securement system | YES |
| Occupant restraint system | YES |
| Any and all modifications required to the exterior and interior of the vehicle to provide a complete, functioning system. | YES |
| All parts shall be new. All necessary servicing and adjustments shall be made on the equipment | YES |

| Small Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| prior to delivery of the vehicles. All equipment shall be ready for immediate and continuous operation upon delivery of the vehicle. All exposed metal surfaces shall be painted or shall be corrosion-resistant. All lift components (including wiring) located on the underside of the vehicle shall be concealed but accessible for maintenance purposes. All interior wiring shall be concealed. | |
| Option Must Be Available Upon Request: Delete Lift. Delete wheelchair lift and wheelchair entry door. Replace forward-facing flip seats and wheelchair lift/securement with forward-facing aisle seats. Total seated capacity shall be 12 plus the driver. Delete all other lift related items. | YES |
| <u>WHEELCHAIR LIFT</u> | |
| An automatic wheelchair lift will be located on the right (curb) side of the vehicle behind the rear axle and will conform to the specifications as outlined in the Americans with Disabilities Act (ADA) regulations Subpart B - Buses, Vans and Systems, 38.23 Mobility Aid accessibility (b) Vehicle Lift, pages 45757 - 45758. | YES |
| The lift will be supplied with a platform having a usable minimum clear width of 32 inches on the platform surface, a minimum clear width of 34 inches measured 2 inches above the platform surface to 30 inches above the platform surface, and a minimum clear length of 48 inches measured 2 inches above the platform surface to 30 inches above the platform surface. | YES |
| The lift controls shall be interlocked with the vehicle brakes, transmission, or door, or shall provide other appropriate mechanisms or systems, to ensure that the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks or systems are engaged. The lift shall deploy to all levels (i.e., ground, curb and intermediate positions) normally encountered in the operating environment. Where provided, each control for deploying, lowering, raising and stowing the lift and lowering the roll-off barrier shall be of a momentary contact type requiring continuous manual pressure by the operator. | YES |
| The wheelchair lift must conform to FMVSS #403 and 404. | YES |
| Lift shall be rated at 1,000 # lifting capacity. Braun NCL1000IB3454HB-2 or approved equivalent. | YES |
| The control unit shall be a box with a function switch (for the folding and unfolding of the platform), an operating switch (for the raising and lowering of the platform), or a combination thereof. The control unit may also have a power switch. The controls for the operation of the lift shall be designed for both portable and stationary operation. The control unit shall be supplied with a flexible cut resistant control cable of sufficient length to allow the lift operator to have a hand on the wheelchair or other mobility aid, and control the lift platform through all operations, and allow the lift operator to be on the vehicle during the lift operation. | YES |
| The control unit shall have simple instructions placed in an easily read location while the operator is standing near the lift with the controls in hand, they should be able to clearly read the instructions and cautions. | YES |
| The method of hanging the control unit, when not in use, out of the way of the lowered platform, shall be provided. The hanger provision shall be easily reached by the lift attendant while standing at the ground level. Control switch may be either toggle, rocker or push-button type and shall be spring loaded to automatically return to the off position when pressure is released. | YES |

| Small Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| The Respondent shall provide descriptive material of the lift equipment proposed to be furnished as <u>part of the proposal</u> . | | YES See Tab 11, Item 11 (i) |
| <u>DOORS, STEPS AND THRESHOLDS</u> | | |
| Shall conform to the specifications outlined in the ADA regulations Subpart B - Buses, Vans and Systems, 38.25 Doors, steps and thresholds, page 45759. | | YES |
| The lift shall be installed in a separate entryway exclusively for the lift. All components of the lift mechanism shall be located in the vehicle or shall retract inside the vehicle such that, when the doors for the opening are closed, the side of the vehicle will present a smooth surface. No part of the installed and stowed lift shall extend laterally beyond the normal width of the vehicle. The lift shall not contact the opened door and/or door frame during deployment and normal operation. | | YES |
| The opening shall have two doors of the type hinged at the side which fully seal the body opening when closed. | | YES |
| Provisions shall be made for fastening the door or doors in a wide open position. In addition, door posts, headers and all floor sections around the opening shall be reinforced such that the strength and support of the body at the opening is at least equivalent to that provided on the same type of vehicle without such an opening. A locking device shall be provided on the lift opening doors which prevents opening the doors from the outside when locked. | | YES |
| The opening for the lift shall have a minimum vertical clear opening measured from the lift platform at the vehicle floor level of 68 inches. No portion of the lift mechanism shall encroach upon the minimum vertical clear opening. Suitable padding, to protect the heads of wheelchair or other mobility aid users, shall be installed on the inside vehicle on the lintel of the doorway or the lift's crossarm, whichever is lower. A light shall be installed inside the vehicle over the lift area. | | YES |
| <u>PRIORITY SEATING SIGNS</u> | | |
| Shall conform to the specifications outlined in the ADA regulations Subpart B - Buses, Vans and Systems, 38.27 Priority seating signs, page 45759. | | YES |
| <u>INTERIOR CIRCULATION, HANDRAILS AND STANCHIONS</u> | | |
| Shall conform to the specifications outlined in the ADA regulations Subpart B - Buses, Vans and Systems, 38.29 Interior Circulation, handrails and stanchions, pages 45759 - 45760. | | YES |
| <u>LIGHTING</u> | | |
| Shall conform to the specifications outlined in the ADA regulations Subpart B - Buses, Vans and Systems, 38.31 Lighting, pages 45760. | | YES |
| <u>SECUREMENT SYSTEM</u> | | |
| At each mobility aid position a securement system shall be provided to securely hold a wheelchair or other mobility aid in the position. This system shall be composed of a complete belt-track system Q-Straint Model # Q-10007 Retractable Securement System with "L" slider track (flanged). Systems by other manufacturers may be accepted with prior approval. | | YES |
| The securement system shall be placed as near to the accessible entrance as practicable and | | YES |

| Small Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| shall have a clear floor area of 30 inches by 48 inches. Such space shall adjoin, and may overlap, an access path. Not more than 6 inches of the required clear floor space may be accommodated for footrests under another seat provided there is a minimum of 9 inches from the floor to the lowest part of the seat overhanging the space. | |
| At each mobility aid position a four point attachment system shall be used consisting of four separate belts with all necessary buckles, hardware, fittings and other parts to make it a complete securement system. | YES |
| The securement system and their attachments to the vehicle shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg and a minimum of 5,000 pounds for each mobility aid. In addition, the securement system shall meet the "30mph/20g standard" developed at the University of Michigan. Test results verifying these requirements shall be available and, if requested, a copy shall be submitted. | YES |
| The securement system and their attachments to the vehicle shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg and a minimum of 5,000 pounds for each mobility aid. In addition, the securement system shall meet the "30mph/20g standard" developed at the University of Michigan. Test results verifying these requirements shall be available and, if requested, a copy shall be submitted. | YES |
| A minimum of two tracks each of sufficient length for proper attachment and positioning of the belts shall be placed parallel to each other and perpendicular to the direction in which the MAP faces. "L" track must run full width of vehicle for the back two wheel chair positions. | YES |
| The distance between centerlines of the tracks shall be approximately 46 inches. | YES |
| The tracks shall be securely flush mounted to the floor of the vehicle in such a way as to insure the track will not pull away from the van floor or shift position under anticipated loads. The flush-mounted tracks shall have no gaps between the ends or sides of the track and the floor covering. The vehicle floor anchorage for the securement system shall be capable of withstanding a tensile load of 6,000 lbs. applied at a 45 degree angle at each track or floor plate slot when tested with the applicable track fitting. Test results to verify this requirement shall be available and, if requested, a copy shall be submitted to INDOT. | YES |
| When the wheelchair or mobility aid is secured in accordance with manufacturer's instructions, the securement system shall limit the movement of an occupied wheelchair or mobility aid to no more than 2 inches in any direction under normal vehicle operating conditions. | YES |
| In addition, two storage pouches shall be provided to store the straps and buckles off the floor when they are not in use. The stored straps and the securement tracks shall not interfere with passenger movement or sitting space, shall not present any hazardous condition, shall be reasonably protected from vandalism, and shall be readily accessed when needed for use. | YES |
| Q-Straint Q5-8522, Sure-lok FE 201145 or approved equal. One storage pouch per each wheelchair tiedown position. | YES |
| The Respondent shall provide with each vehicle upon delivery a pamphlet, brochure or similar literature describing (and instructing) the use of the securement system. | YES |
| The Respondent shall submit <u>with the proposal</u> a description, in detail, with supporting drawings (may be clear hand-drawn sketches) and literature showing the type and location of the securement system to be furnished. | YES See Tab 11, Item #11 (j) |

| Small Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| <u>WEBBING LOOPS</u> | | |
| Q-Straint Q5-7580, Sure-Lok FE-200750 or approved equal. To assist with securement of electric wheelchairs. Four webbing loops per each wheelchair position. | | YES |
| <u>DEMONSTRATE USE OF SECUREMENT SYSTEM</u> | | |
| The Respondent shall provide with each vehicle upon delivery a pamphlet/brochure and video or DVD describing (and instructing) the use of the securement system and shall demonstrate to the recipient the proper method of using the system. | | YES |
| Demonstration of use of the securement system must be performed to ensure correct use of the belt-track system. | | YES |
| As part of the instruction process, the instructor shall have the student actually use the securement system and tie down a mobility aid in its proper location in the vehicle. Arrangements for having a wheelchair or other mobility aid should be made with the receiving agency prior to delivery of the vehicle. This process ("hands on" instruction) shall be repeated until the student completely understands the system's use and will be able to instruct others in its use. | | YES |
| Adequate time shall be allowed to accomplish this instruction and costs shall be included in the proposal price for the basic vehicle. | | YES |
| <u>OCCUPANT RESTRAINT SYSTEM</u> | | |
| A restraint system shall be provided for the occupant of a wheelchair or other mobility aid at each securement position. | | YES |
| The occupant restraint system shall be a seat belt and shoulder harness assembly, complying with all applicable provisions of 49 CFR Part 571, attached to the floor or side of the vehicle. A retractor shall be provided to keep the belt webbing and straps off the floor when the belt is not in use. | | YES |
| The Respondent shall provide descriptive material of the occupant restraint system to be furnished <u>as part of the proposal</u> . | | YES See Tab #11, Item #11(k) |
| <u>TESTING</u> | | |
| The vehicle shall be thoroughly inspected and tested during construction and upon completion to ensure all equipment is installed and operating properly. Tests shall be performed to ensure that the completed vehicle is dust-proof, watertight, fume-proof and all vehicle and equipment fluids as per specifications. | | YES |
| <u>MAINTENANCE AND INSPECTION SCHEDULE</u> | | |
| Upon delivery the successful Respondent shall furnish a detailed maintenance and inspection schedule for the vehicle. The maintenance and inspection schedule shall incorporate the required maintenance and inspection of the basic vehicle and of its subsystems (e.g., lift) as prescribed by the respective manufacturers. | | YES |
| <u>SERVICE POLICY AND WARRANTY</u> | | |
| The successful Respondent shall furnish with each vehicle the manufacturer's owner service | | YES |

| Small Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
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| policy and warranty for the vehicle body, the vehicle chassis, and all additional equipment. | |
| The owner service policies and warranties shall be recognized and accepted by local authorized service representatives. | YES |
| The vehicle warranty shall provide that, at a minimum, all body and chassis repairs and replacement parts needed due to factory defects shall be furnished and installed promptly without charge by authorized service representatives within the first three years or first 10,000 miles after final delivery of the vehicle. The vehicle warranty also shall provide that, at a minimum, all necessary body and chassis service adjustments shall be made promptly without charge by authorized service representatives within the first 90 days after final delivery of the vehicle. The vehicle warranty requirements shall cover all components of the vehicle body and chassis, except as otherwise specified. | YES PER ADDENDUM |
| Tires shall be covered with the warranty that is standard to the industry, at a minimum. The lift system shall be covered by a warranty providing that, at a minimum, all replacement parts and repairs to the lift system (including lift platform mechanisms, power unit and controls) needed due to defects in material or workmanship shall be furnished and installed promptly without charge by authorized service representatives within the first year or first 12,000 miles after final delivery of the vehicle. | YES PER ADDENDUM |
| Air conditioning and seats shall be covered by a warranty providing that, at a minimum, all replacement parts and repairs needed due to defects in material or workmanship shall be provided without charge within the first year or first 12,000 miles after final delivery of the vehicle. | YES PER ADDENDUM |
| <u>COMPLIANCE WITH OEM</u> | |
| Any modifications made by the body manufacturer shall comply with the OEM chassis manufacturer's specifications and requirements. For example, the Ford "Qualified Vehicle Modifier" program. | YES |
| <u>WARRANTY WORK</u> | |
| It is recognized that the vehicle and associated on board equipment warranty responsibility may be divided among more than one warranting agency. However, if after the authorized factory service representative for a particular item has been contacted and satisfactory warranty repair cannot be obtained, it shall be the successful Respondent's responsibility to act as liaison for the agency in obtaining warranty repair to ensure the vehicle is placed in operable condition without unnecessary delay. | YES |

2.3. Specification Compliance Checklist - Large Transit Vehicle

STARTRANS SENATOR II

In the yellow shaded boxes, please confirm the Respondent meets each Vehicle Specification by adding a "Yes" or "No", unless otherwise specified. Please refer to Section 1.6.1 of the RFP for how to submit questions or concerns about any of the specifications, or to request an exception to the specifications.

The fact that every item constituting the construction of the unit is not specifically mentioned nor described will be interpreted to mean that the Respondent shall install items that conform to the **best known engineering standards of the trade, relative to design, strength, quality, and workmanship.**

Furthermore, each unit is to be delivered fully equipped, with all manufacturer's standard equipment and accessories, unless otherwise requested. This equipment must meet the latest federal safety regulations.

Please note that Tab D of the Cost Proposal contains additional optional equipment for which the Respondent must provide a cost addition or reduction.

| Large Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|---|
| <u>BODY AND CHASSIS REQUIREMENTS</u> | | |
| This vehicle shall be of the "body on chassis" type and will involve construction of a bus body on a heavy duty cut-away van chassis or a light or medium duty truck chassis. The vehicle body shall be manufactured by a body manufacturer for transit application, not "converted" or "modified" to a transit vehicle from a sports van, passenger van or wagon, delivery vehicle, school bus, recreational vehicle or similar vehicle. Body construction shall be conventional type (panels on structural metal frames) as described below. | | YES |
| <u>BODY CONSTRUCTION</u> | | |
| Structural body members shall be all metal. The metal used in construction of the vehicle body shall be prime commercial quality steel (18 gauge minimum). All other metal shall be zinc-coated steel, aluminum-coated steel, stainless steel, galvanized steel, aluminum or aluminum alloy. | | YES |
| Fiberglass may be used for the construction of the exterior panels ("outer skin") of the body/or the roof "cap") as long as they are securely fastened to metal interior structural members, as specified, and conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS). | | YES |
| The body structure shall be adequately reinforced at all points and corners where stress concentrations may occur, to adequately carry required loads and withstand road shock. The side and end forming shall be so designed and constructed that they will carry their share of the stresses imposed without damage and absorb excessive impacts with as little damage as is practical. | | YES |
| Adequate reinforcement shall be provided around all doors, windows and other openings in order to transfer stresses around these openings. | | YES |
| All posts in body side and roof sections shall be of durable channel or box construction securely fastened to the underframe structure so that the entire frame shall act as one unit without any movement at the joinings. The end posts shall be designed to resist shear. Joints shall be rigid. | | YES |
| A complete description of the frame, including a sketch, showing size, type, location, how frame is attached to chassis, etc. of frame members shall be available and submitted upon request. | | YES |
| The body shall be of sufficient strength to support the entire weight of the fully-loaded vehicle on its top or side, if overturned. A copy of the FMVSS 220 roll over protection test results shall be available and submitted if requested | | YES |
| All interior panels shall be riveted, welded, or otherwise fastened to body frame. All interior panels, including roof panels or liner, shall be composed of a uniform appearing, easily cleanable, scuff-resistant material, similar to molded fiberglass, vinyl-clad metal sheeting, or painted metal sheeting. Carpeting used as a roof, side, or floor covering will not be allowed, except with prior approval. Exterior body seams shall be constructed in such a manner as to shed water. | | YES |

| Large Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|
| All exterior joints and seams shall be protected by the application of a caulking compound. The body shall be sealed and made tight to prevent entrance of dust or moisture into passenger and driver compartments. Before assembling, all metal body parts shall be given a thorough multiple stage anti-corrosion treatment. All nuts, bolts, clips, washers, clamps, and like fasteners shall be zinc or cadmium plates, phosphate coated or stainless steel to prevent corrosion. Exterior body panels shall be securely riveted, welded or fastened in place. | YES |
| The vehicle body shall be attached to the chassis frame in such a manner as to prevent shifting or separation of the body from the chassis under severe operating conditions. | YES |
| <u>FLOOR</u> | |
| The floor shall be metal sheeting covered with waterproof (marine grade) plywood not less than three-quarters (0.75) inch thick. The sheet metal shall be galvanized, aluminum or otherwise protected to deter rust. | YES |
| <u>FLOOR COVERING</u> | |
| All floor covering shall be securely bonded to the floor with fasteners and adhesive of waterproof type. All edges of floor covering are to be properly sealed to prevent entrance of moisture that could cause bulging, ply separation and/or material failure. All joints in floor covering shall be the butt cut type and floor covering shall be cemented to the floor to prevent bubbles or blisters which could create a safety hazard. The floor covering shall be hard fire-resistant gray colored rubber. | YES |
| The floor covering shall be OEM black, pebble grain floor mat in the driver's area. | YES |
| Skid-resistant ribbed flooring shall be provided in all mobility-aid positions. Thickness shall be measured from top of ribs of floor covering. | YES |
| A water type seal shall be provided at the junction of the floor covering with the sidewall panels and wheel housings; and shall be firmly attached to the floor and conform closely to the floor, sidewalls and wheel housings. Alternative methods to ensure a water-tight seal may be used with prior approval. | YES |
| All portions of the floor covering shall be the same material (differing only in whether or not it is ribbed and its thickness) and color. | YES |
| <u>INSULATION</u> | |
| The vehicle body shall be fully insulated in the roof and all body panels to deaden sound and reduce vibrations and heat transfers. | YES |
| The sidewalls of the vehicle shall be fully insulated with fiberglass or other fire-resistant insulation material to a minimum R-value of 6. | YES |
| The roof of the vehicle shall be fully insulated with fiberglass or other fire-resistant insulation material to a minimum R-value of 5. | YES |
| <u>EXTERIOR WIDTH</u> | |
| The width of the vehicle shall not exceed 96 inches at any point, excluding outside mirrors and rear fenders. | YES |

| Large Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|---|--|
| <u>AXLES</u> | | |
| The front and rear axles of the vehicle shall have the minimum weight ratings of 5,000 and 9,500 pounds respectively. The axles shall be of sufficient strength to carry without damage their share of the actual weight of the vehicle plus anticipated loads and stresses. | | YES |
| <u>FRAME</u> | | |
| Frame shall be of steel construction and shall be designed to correspond with or exceed standard practice performance criteria for vehicles of this type and for the vehicle weight and anticipated loads and stresses. Gross vehicle weight (GVW) rating shall be a minimum of 14,500 pounds. | | YES |
| <u>SUSPENSION SYSTEM</u> | | |
| Heavy-duty shock absorbers shall be installed on both the front and rear of the chassis. Springs shall be installed front and rear which are of sufficient strength to carry without damage their share of the actual weight of the vehicle plus anticipated loads and stresses. The suspension shall be strengthened as needed to prevent any listing or leaning to the side of the vehicle on which the lift is located. | | YES |
| The vehicle shall have a Mor/Ryde "RL" suspension system (or approved equal). | | YES |
| <u>WHEELBASE</u> | | |
| The wheelbase length of the vehicle shall be a minimum of 176 inches. | | YES |
| <u>ENGINE</u> | | |
| The vehicle shall be equipped with a gasoline engine. The engine shall have a minimum of eight cylinders and meet or exceed a displacement of 410 cubic inches (6.8 liters). | Engine Displacement (cubic inches or liters): 415 | |
| The engine shall be of heavy-duty design and construction. The engine shall be equipped with oil bath or replaceable element dry type air cleaner and replaceable element full flow oil filter. | | YES |
| <u>TRANSMISSION</u> | | |
| The vehicle shall be equipped with a minimum heavy-duty fully four speed automatic transmission with an external oil cooler. | | YES |
| <u>COOLING SYSTEM</u> | | |
| The cooling system will be of a capacity ample to keep the engine within a temperature range which will ensure continuous operation and peak performance under all operating conditions. The cooling system fan and water pump shall be of heavy-duty type. The cooling system shall be protected with permanent type antifreeze to twenty-five degrees below zero Fahrenheit. | | YES |

| Large Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|--|
| <u>EXHAUST SYSTEM</u> | | |
| The vehicle shall be equipped with a heavy-duty truck type muffler and exhaust system and shall exit roadside (driver side of the vehicle). To facilitate this, the spare tire will be shipped loose. | | YES |
| <u>BRAKES</u> | | |
| The service brakes shall be anti-lock power Hydraulic brakes. Service brakes shall be provided on both front and rear wheels and shall be of the self-adjusting hydraulic type. Service brakes shall be disc type. | | YES |
| A heavy-duty parking brake shall also be provided. | | YES |
| <u>STEERING GEAR</u> | | |
| Power steering shall be provided on the vehicle with tilt, multi-position steering wheel and speed (cruise) control. | | YES |
| <u>HORNS</u> | | |
| The vehicle shall be equipped with dual horns or a single horn to achieve a 111 decibel rating at 32 feet. | | YES PER ADDENDUM |
| <u>INSTRUMENT PANEL</u> | | |
| The driver's instrument panel shall include, at least, a speedometer, odometer, upper beam headlight indicator, left and right turn signal indicator, fuel gauge, and ammeter or voltmeter. The instrument panel shall also contain either gauges or warning lights indicating oil pressure, brake system pressure and water temperature. The instrument panel shall be adequately lighted. The chassis manufacturer shall provide and cover instrument panel with plastic covering or equivalent in order to provide protection from precipitation from time of manufacture until body is mounted. | | YES |
| <u>BACK-UP ALARM</u> | | |
| The vehicle shall have an audible, repetitive alarm automatically sounding when the vehicle is moving backwards. The back-up alarm shall be mounted toward the rearmost part of the vehicle and protected from water and road spray. | | YES |
| <u>AM/FM RADIO/CD PLAYER</u> | | |
| Respondent shall provide an AM/FM stereo radio/cd player with a digital clock installed by the chassis or bus manufacturer and mounted on the appropriate location of the instrument panel with four (4) speakers (two front, two rear). | | YES |
| <u>ELECTRICAL SYSTEM</u> | | |
| The electrical system shall be the 12 volt type. All electrical components shall be designed to function effectively under both normal driving conditions and conditions of high amperage requirements at idle speeds. | | YES |

| Large Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|---|
| <u>12 VOLT POWER OUTLET (CIGAR LIGHTER)</u> | | |
| Respondent shall provide a 12 Volt power outlet. | | YES |
| <u>ALTERNATOR</u> | | |
| The generating system shall be the OEM standard alternating current type (heavy duty) with alternator capacity minimum 225 amps. | | YES |
| <u>BATTERY SYSTEM</u> | | |
| Dual batteries with a minimum capacity of each battery of not less than 650 CCA. | | YES |
| The batteries shall be mounted in an accessible location, such as under the hood or in a pull-out tray under the body, but shall not be mounted in the passenger compartment of the vehicle. | | Battery Capacity (CCA capacity): 650 & 750 CCA=1400CCA TOTAL |
| Battery system cables, charging, service life, venting, storage, voltage drop, and installation shall follow SAE recommended practices as well as the criteria outlined in CFR49 393.30. | | YES |
| <u>WIRING</u> | | |
| All wiring shall be loomed, and held in place by insulated clamps spaced every 12 inches on center. Wiring shall be color, functioned and/or number coded. A spare wire of nominal size and rating shall be included in the main harness going to the rear of the bus. The wiring system shall in all respects meet the criteria set forth in CFR49 393.27 for specifications, 393.28 for protection, 393.29 for ground systems, 393.32 for detachable electrical connections and 393.33 for wiring installation. | | YES |
| <u>LIGHTS, SIGNALS AND LIGHTING</u> | | |
| The interior of the vehicle shall be adequately illuminated, and overhead lighting fixtures shall be arranged in such a manner that adequate lighting is provided at the reading plane of the passengers. The stepwell and doorway immediately adjacent to the driver shall have, when the door is open, at least 2 foot-candles of illumination measured on the step tread. | | YE |
| All interior and exterior lighting (except for the chassis OEM lights) will be LED. Interior LED lights shall provide a minimum 12-foot candle illumination on a one square foot plane, measured at seat level (except as noted). | | YES PER ADDENDUM |
| The stepwell and doorway lighting shall be flush mounted or shielded with clear lens. | | YES |
| The other stepwells and doorways, including the doorway in which the ramp is installed, shall have, at all times, at least 2 foot-candles of illumination measured on the step tread, or lift, when deployed at the vehicle floor level. | | YES |
| The vehicle doorways, including the doorway in which the lift is installed, shall have outside light(s) which, when the door is open, provide at least 1 foot-candle of illumination on the street | | YES |

| Large Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| surface for a distance of 3 feet perpendicular to all points on the bottom step tread outer edge. Such light(s) shall be located below window level and shielded to protect the eyes of entering and exiting passengers. | |
| The instrument panel shall be indirectly lighted. | YES |
| Headlights with high and low beam, turn signal lights, rear brake lights, and rear backup light shall be provided. A four-way hazard warning flasher shall be connected with the turn signal lights. Roof marker lights shall be provided. | YES |
| The rear stop, tail and turn lights shall be flush mounted into the rear body of the bus. The assemblies shall be separate. | YES |
| <i>Center High Mount Brake Light:</i> In the back rear of the vehicle. Location to be specified by the Requesting Entity (above or below rear window). | YES |
| <i>Rear Amber Flashing Lights:</i> Driver accessible switch-operated amber flashing lights. These are to be separate from the turn signals and shall be mounted on the upper rear corners of the rear cap. | YES |
| <i>Additional Side Turn Signals:</i> Actuated by standard turn-signals | YES |
| <u>BUMPER AND TOW HOOKS</u> | |
| Front and rear bumpers are to be provided. Bumpers shall be of one piece construction and of the heavy-duty type. Bumpers shall be of steel or steel-reinforced aluminum and shall be attached to the chassis frame. Bumpers shall either be chromed or painted black or white, or shall have an aluminum finish. Rear tow hooks or tow eyes, with the hooks or eyes and their mountings of sufficient strength to tow the vehicle, must be provided on the vehicle. | YES |
| An energy absorbing rear bumper of the HELP (Romeo Rim) type, or approved equal, shall be provided on the vehicle, in place of the standard rear bumper. | YES PER ADDENDUM |
| <u>HEATING SYSTEM</u> | |
| The heating system shall consist of at least one front and one rear high output unit type heater. The front heater shall be the chassis O.E.M. front unit located in the driver's area and the area heater shall have a minimum 45,000 BTU/Hr. rating and be located in the rear half of the passenger's compartment. All heaters shall have easily accessible driver controls to adjust temperature or heat output level and to turn the system on or off. All supplemental heater hoses shall be manufactured of silicon rubber. Chassis supplied hoses shall remain OEM. | YES |
| The heating system provided shall be capable of maintaining a minimum temperature of 60 degrees Fahrenheit throughout the driver and passenger areas of the vehicle at an outside ambient temperature of zero (0) Fahrenheit under normal operating conditions. | YES |
| Temperature-controlled heat shall be provided at the driver's feet. | YES |
| The rear heater (and any others) shall be installed in a parallel configuration with a heater control valve accessible to the driver. All hoses to and from the rear heater shall be supported by insulated clamps every 18 inches. Heater and associated hardware shall meet SAE standards and practices, and shall meet the applicable criteria of CFR49 393.77 | YES |

| Large Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|--|
| <u>AIR CONDITIONER</u> | | |
| Air conditioning equipment shall be adequately sized for proper cooling during stop-and-go operation of the vehicle. Air conditioning equipment shall be capable of providing at least minimal operation at vehicle idling speeds. The air conditioning system shall be thermostatically controlled and shall have condenser fans capable of operating at vehicle idling speeds. | | YES |
| The evaporator fans shall be of adequate size. The air conditioning system shall be capable of maintaining a temperature of 75 degrees Fahrenheit or less throughout the driver and passenger compartments of the vehicle with an outside ambient temperature of 95 degrees Fahrenheit and 50 percent relative humidity under normal operating conditions. The air conditioning equipment shall provide for cool air distribution for the full length of the passenger compartment. A complete description of the make and capacity (in BTU's) of the air conditioning system shall be provided with the proposal. | | YES See Tab #11 Item 6 and 11 (m) |
| The air conditioning system shall consist of: | | |
| The chassis O.E.M. front air conditioning unit | | YES |
| A rear ceiling-mounted unit | | YES |
| Dual compressors meeting the requirement of BTU/Hour Minimum Rating 65,000 | | YES |
| The Respondent shall provide descriptive material of the air conditioning equipment proposed to be furnished as part of the proposal. | | YES See Tab #11 item 6 and 11(m) |
| <u>FAST IDLE SOLENOID</u> | | |
| A fast idle solenoid or equivalent system shall be installed on the vehicle. The system must permit higher engine RPM's while the vehicle is at rest without need of the driver to continuously depress the accelerator pedal. With transmission in Park, and parking brake set, fast idle will automatically increase RPMs to a pre-set level when a low voltage condition is detected. | | YES |
| <u>INTERIOR MIRRORS</u> | | |
| An interior rear-view mirror shall be provided with a minimum viewing area of 64 square inches. | | YES |
| <u>EXTERIOR MIRRORS</u> | | |
| Two powered, heated side-mounted exterior rear-view mirrors shall be provided, one on the left and one on the right side of the vehicle opposite the driver. The exterior rear-view mirrors shall be firmly supported and set to give a clear view past the left and right corners of the vehicle. The exterior mirrors support(s) must be of sufficient length to allow a clear view along the entire side of the vehicle. Each exterior rear view mirror shall be dual lens. The top lens shall be a flat mirror, measuring at least 6 inches by 9 inches. The bottom lens shall be a convex mirror measuring at least 6 inches by 3 inches. Mirror frames and supports shall have a corrosion-resistant finish. Mirrors shall meet SAE recommended standards and CFR49 393.80 | | YES |

| Large Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|---|
| as appropriate. | | |
| <u>FRONT SERVICE ENTRANCE</u> | | |
| A front service entrance shall be provided on the right side (i.e., curb side) of the vehicle directly opposite the driver's seat. The front service door shall have a minimum horizontal clear opening of 32.0 inches (measured between the opened door panels) and a minimum vertical opening of 75 inches. The sides of the front service entrance shall be vertical and parallel to each other. | | YES |
| The front service door shall be closed by means of a driver-actuated power-operated door control. | | YES |
| The front service entrance shall have at least two interior steps below floor level. Each step shall be at least 24 inches wide and have at least 9 inch tread depth at any location on the step. The first step height from the street level shall not be more than 12 inches from the ground as measured to top of step tread when the vehicle is empty except for seats and normal equipment. | | YES |
| The tread surfaces of the front service entrance steps shall be covered with hard fire-resistance rubber covering. The rubber covering on tread surfaces shall be at least three-sixteenths (0.187) inch thick with ribbed surface. Thickness shall be measured from top of ribs of floor covering. | | YES |
| The rubber covering shall be permanently bonded to the metal step surfaces and shall be properly sealed to prevent moisture from getting underneath. Step edges shall be marked in yellow. This includes the first step into the vehicle as well as the top of the last step at the intersection with the vehicle floor. | | YES |
| The outer edge of the front service door shall be weather-stripped, as necessary, to provide a water-tight seal around the entire entryway including all steps. Suitable padding, to protect the heads of boarding or exiting passengers, shall be installed on the inside of the vehicle on the lintel of the front service entrance doorway. Any "gap" between the lowest part of the door(s) and the mating step surface greater than 3/8" shall be sealed by a thick rubber threshold seal or brush comb. | | YES |
| <u>DRIVER ENTRANCE DOOR</u> | | |
| A driver entrance door will be provided on the left side (i.e., driver's side) of the vehicle adjacent to the driver's seat. The entrance shall be hinged and of the sedan type and it shall be equipped with a key lock built into the door that may be locked to prevent opening of the door. The lock shall be such that it may be unlocked with the key from the outside. Also, if a driver entrance door is provided, pads or strips of skid-resistant material shall be installed in the step sill or on the step(s). | | YES |
| An armrest on the left side must be provided for the driver. This armrest may be either attached to the left side of the vehicle or door or may be attached to the driver's seat. | | YES |
| <u>MOBILITY AID ACCESS DOORS</u> | | |
| An access door(s) shall be provided as specified. | | YES |
| <u>WINDSHIELD</u> | | |

| Large Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|--|
| Tinted windshield with two speed electric windshield wipers with intermittent feature and windshield washers. | | YES |
| <u>DRIVER WINDOWS</u> | | |
| The driver shall be provided with an openable window on the left side. The driver's side window must be equipped with a locking device on the inside, unless it is the type which is rolled (i.e., cranked) up and down from the inside. If a driver entrance door is provided, the driver's side window shall be mounted in the driver entrance door. | | YES |
| The driver also shall be provided with one or two windows located in the right side of the vehicle between the forward side of the front service entrance and the dashboard or windshield. The window(s) shall provide improved viewing to the right of the vehicle when the driver is seated in the driver seat. The total area of the window glass (the area of one window is only one window is provided or the sum of the areas if two are provided) shall be a minimum of 290 square inches. | | YES |
| <u>WINDOWS</u> | | |
| Side passenger windows shall be provided throughout the passenger compartment. All side passenger windows must be of "T" type. All "T" type windows shall be mounted top venting. Only exception would be for any required smaller body fill windows where full size windows could not be provided. These windows can have solid glass. Only one such type window can be used per side. | | YES |
| All passenger service entrance doors shall contain windows of the fixed type. | | YES |
| All window glass shall be of the safety type and shall be tinted. All window glass shall conform to Federal Motor Vehicle Safety Standard No. 205. | | YES |
| At least one (1) window on each side will be an emergency exit window meeting FMVSS 217 requirement. | | YES |
| <u>REAR EMERGENCY EXIT DOOR</u> | | |
| In lieu of a rear window provide a rear emergency exit door 32" x 62" or larger with upper and lower window in lieu of the rear emergency window specified. The door shall be marked with interior and exterior "Emergency Door" or "Emergency Exit" signage with 1" letters either applied above the door or on the upper most part of the top door window. The door shall also be identified with an interior red light. The light shall be mounted above the door and lighted at all times when the engine is running. The Respondent shall also provide a rear door ajar light and buzzer, driver viewable from the instrument panel. | | YES PER ADDENDUM |
| <u>FUEL TANK</u> | | |
| A fuel tank(s) with a total capacity of not less than 50 gallons shall be provided. | | Fuel Tank Capacity (gallons) <u>55</u> |
| The fuel tank(s) shall be of heavy-duty construction, adequately protected, and shall be mounted | | YES |

| Large Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|--|
| outside of the passenger compartment of the vehicle. | | |
| <u>DRIVE SHAFT GUARD</u> | | |
| Each drive shaft shall be equipped with a protective metal guard or guards to prevent whipping through the floor or dropping to the ground in the event of a tube or universal joint failure or if the drive shaft breaks. | | YES |
| <u>SUN VISOR</u> | | |
| The vehicle shall be equipped with a sun visor on the driver's side of the vehicle. | | YES |
| <u>UNDERCOATING</u> | | |
| The Respondent shall undercoat the entire underside of the vehicle body including undersides of fenders with fire-resistant asphalt base, rubber base, water base or equivalent undercoating material applied by spray method in order to seal, deaden sound, insulate and prevent oxidation. The undercoating material shall be applied in addition to the rustproofing compound or sealant and shall be applied after the rustproofing procedure has been completed. | | YES |
| <u>PAINTING</u> | | |
| All exposed metal surfaces, except aluminum and stainless steel and chrome must be painted. | | YES |
| <u>EXTERIOR PAINT</u> | | |
| The exterior color shall be white or off-white. | | YES |
| <u>INTERIOR PAINT</u> | | |
| All interior metal surfaces (except stainless steel, bright aluminum or chrome) which require maintaining shall be painted the same color. This includes the exposed interior metal surfaces, if any, of the side and rear doors. The interior color shall be color-keyed to the vehicle's exterior or interior color and shall harmonize with the color of the roof liner and any side paneling or other covering. | | YES |
| <u>TIRES AND WHEELS</u> | | |
| All tires shall be steel-belted radial tires. Dual or tandem rear wheels shall be provided on the vehicle. The vehicle shall be equipped with two front and four rear wheels and tires. A spare steel-belted radial tire and wheel shall be provided (shipped loose). All wheels shall be either chromed or painted to match the exterior color of the body. Heavy duty rubber mud flaps shall be provided on the front and rear tires. | | YES |
| All tires and wheels, including the spare, shall be of the same type and size and shall be interchangeable. Tires and wheels shall be properly balanced and aligned. | | YES |
| <u>EMERGENCY EQUIPMENT</u> | | |
| The following equipment shall be provided on the vehicle: | | YES |

| Large Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|---|
| <i>Warning Devices:</i> Six (6) 30-minute road flares and three portable warning reflectors mountable on stands. | YES |
| <i>Fire Extinguisher:</i> One dry chemical fire extinguisher of at least five (5) pound capacity shall be furnished and shall be bracket mounted and easily accessible to the driver. The extinguisher shall be a multi-purpose A-B-C type. | YES |
| <i>First Aid Kit:</i> A first aid kit with a minimum of ten (10) different units (each unit shall be of a different type from every other unit) shall be furnished and mounted in a location easily accessible to the driver. The box or container shall not be considered as one of the 10 units | YES |
| OSHA approved body fluid clean up kit. | YES |
| Seat belt cutter | YES |
| All equipment listed above, including road flares and reflectors, shall be firmly secured inside the vehicle to prevent any movement by them while the vehicle is in motion. The mounted location of any of the above equipment shall not interfere with the driver's or passengers' limbs or placement of feet or interfere with movement of passengers and/or wheelchairs or other mobility aids within the vehicle. Also, none of the equipment shall be mounted on a door. | YES |
| <u>AISLE</u> | |
| The aisle will provide a clear passageway not less than 14.5 inches wide from the front service door to the back of the passenger compartment. | YES |
| <u>HEADROOM</u> | |
| The inside body height of the vehicle from surface of floor covering to ceiling as measured at any point along the longitudinal center line or passenger aisleway shall not be less than 75 inches. If an air conditioning unit is provided, the minimum inside height may be less than 75 inches, as necessary for installation of the rear air conditioning unit, at the extreme rear of the vehicle only. | YES |
| <u>DRIVER'S SEAT</u> | |
| The driver's seat shall be the fully padded, high-back, contoured bucket type of heavy-duty construction. The driver's seat shall be easily adjusted forward and backward without the use of tools. The seat shall include a fold-up right armrest. | YES |
| <u>DIAMOND PLATE RUNNING BOARD</u> | |
| An aluminum running board shall be installed on the driver's side of the vehicle. The running board shall be of one-piece construction, rattle free, and extend from the rear of the front wheel to the rear of the driver's door. The minimum useable step depth shall be 8 inches. | YES |
| <u>OVERHEAD STORAGE COMPARTMENT</u> | |
| Located above and front of the driver's seat. | YES |

| Large Transit Vehicle Specification | | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|---|
| <u>REGULAR PASSENGER SEATS</u> | | |
| All regular passenger seats shall be forward-facing, mid-back bucket. | | YES |
| Passenger seats shall be securely fastened to parts of vehicle that support them by means of bolting or other method which allows for their removal by use of common tools (i.e., welding is not acceptable). All passenger seats and supporting frames shall be of heavy-duty construction. | | YES |
| Seat padding and covering shall be fire-resistant. Passenger seats shall be fully padded and shall be covered with commercial grade vinyl with a minimum weight of 32 ounces per linear yard. | | YES |
| All seats backs and cushions in the vehicle shall be of the same color and pattern and shall be color-keyed to the vehicle's exterior color and shall harmonize with the vehicle's interior color. | | YES |
| Passenger seat depth shall be at least 16 inches and the seating level at each passenger seat shall be approximately 18 inches, plus or minus 1/2 inch, above the floor. Passenger seats intended to seat two or more passengers abreast shall provide a minimum of 17 1/2 inches per passenger. The type of the seat back cushion at each passenger seat shall be between 32 inches and 38 inches above the floor (tops closer than 32 inches from the floor will not be accepted). The seat back cushion shall come close to the seat bottom cushion, and an interior angle of 97 degrees to 105 degrees shall be maintained. | | YES |
| Passenger seats shall be arranged such that the unobstructed hip-to-knee room as measured at seat level, which is provided for each, seated passenger shall not be less than 26 inches. (Note, this is the minimal acceptable spacing, greater spacing may be provided.) | | YES |
| Grab rails shall be provided on seats next to the aisle, including fold away seats. | | YES |
| Folding, molded armrests shall be provided on all fixed and fold away seats adjacent to an aisle. | | YES |
| <u>SEAT BELTS AND SHOULDER HARNESS</u> | | |
| A retractable seat belt and shoulder shall be provided at the driver's seat and a retractable seat belt (and shoulder harness where required) at each passenger seating position. All seat belt systems shall be a minimum of 44 inches long when measured, with the belts buckled, from the junction of the belt and seat cushion, around the passenger to the junction of the belt and seat cushion on the other side. | | YES |
| <u>TWO (2) 12" SEAT BELT EXTENSIONS</u> | | |
| Compatible with existing seat belts. | | YES |
| <u>MOBILITY AID POSITIONS</u> | | |
| Mobility aid positions are spaces inside the vehicle for transporting persons in wheelchairs other mobility aids, which are to be provided on vehicles having lifts. Each position shall consist of a usable floor area in which a passenger in a wheelchair or other mobility aid may be positioned and in which an occupant restraint system and a set of securement devices are to be installed. All mobility aid positions shall be designed to secure wheelchairs or other mobility aids in a forward-facing position and shall be flush mounted with the floor. | | YES |

| Large Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|
| Each mobility aid position shall be at least 30 inches wide and 48 inches deep. The dimensions of these positions are intended to give adequate room for the final traveling position of the wheelchair or other mobility aid and its occupant AND sufficient room for the maneuverability of the wheelchair or other mobility aid into that position. The actual placement of the securement devices within the mobility aid position is described under "Securement System." | YES |
| <u>FLOOR PLAN</u> | |
| Passenger seats shall be arranged such that the unobstructed hip-to-knee room as measured at seat level, which is provided for each seated passenger, shall not be less than 26 inches. | YES |
| In determining locations of mobility aid positions, special attention should be paid to maintaining adequate aisle and passage widths within the vehicle. There shall be an unobstructed passageway at least 28 inches wide for the passage of wheelchairs or other mobility aids from the lift to all positions. | YES |
| If a mobility aid position (MAP) is located between the rear wheelwells, the MAP shall be placed (as close as practical) adjacent to the left rear wheelwell cover. | YES |
| An example of an acceptable floor plan in Section 3.3 of this Attachment for this vehicle is included at the end of the text. Other seating arrangements may be approved if all specifications are met. | YES |
| A two passenger fold away seat shall be installed just forward of the left rear wheelchair tiedown position. | YES |
| The vehicle shall have up to two (2) mobility-aid positions with seating for a minimum of sixteen (16) ambulatory passengers. | YES |
| <u>STANCHIONS, GRAB RAILS AND BARRIER PANELS</u> | |
| An overhead ceiling-mounted grabrail, placed over one side of the aisle, shall be provided for the full length of the vehicle's passenger aisleway. | YES |
| A grab rail shall be provided on each side (on the interior of the entryway) of the front service entrance doorway. Each front entryway grab rail shall be so positioned to permit easy use by passengers to assist them in embarking and debarking the vehicle. Grab rails shall be of minimum one and one-eighth (1 and 1/8) inch outside diameter stainless steel tubing. Grab rails shall not be padded. | YES |
| One vertical stanchion shall be mounted at the rear of the driver's seat next to the aisle. Another vertical stanchion as well as a barrier panel shall be installed at the rear of the front service entrance stepwell. | YES |
| All vertical stanchions shall extend from floor to ceiling or from floor to overhead grab rails. Stanchions shall be of minimum one and one-fourth (1.25) inches outside diameter stainless steel tubing. | YES |
| Barrier panels shall be adequately reinforced and shall be padded on any side facing passenger seating positions. | YES |
| <u>INTERIOR (OTHER)</u> | |
| The interior of the vehicle shall be free of all projections. All sharp edged, protruding fasteners and brackets that could cause injury to passengers or catch hold of clothing shall be covered. | YES |

| Large Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| The interior walls and ceiling of the vehicle shall be completely finished. The sidewalls and ceiling shall be covered with vinyl-clad metal, reinforced fiberglass, or other material standard to the industry such that a scratch-resistant, durable, and easily cleanable surface is provided. Carpeting is not allowed in the vehicle interior, except with prior approval. | |
| <u>INTERIOR WIDTH</u> | |
| The vehicle shall have a minimum interior width, measured at seat cushion level, of 88 inches. | YES |
| <u>SIGNAGE</u> | |
| Each vehicle shall contain sign(s) which indicate that seats in the front of the vehicle are priority seats for persons with disabilities, and that other passengers should make such seats available to those who wish to use them. At least one set of forward-facing seats shall be so designated. Each securement location shall have a sign designating it as such. | YES |
| Characters on such signs shall have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height between 1:5 and 1:10, with a minimum character height (using an upper case "X") of 5/8 inch, with "wide" spacing (generally, the space between letters shall be 1/16 the height of upper case letters), and shall contrast with the background either light-on-dark or dark-on-light. | YES |
| <u>VEHICLE CLEARANCE STICKER</u> | |
| A vehicle clearance sticker indicating the maximum height of the vehicle shall be provided and located in easy view of the driver. | YES |
| <u>MOBILITY AID SYSTEM</u> | |
| A mobility aid system for users of wheelchairs or other mobility aids shall be provided on all vehicles. The system shall permit persons to enter and leave the vehicle while in a wheelchair or other mobility aid by means of a vertical lifting platform or lift and also provide for the safe transportation these persons inside the vehicle. | YES |
| The components of the mobility aid system shall include the following: | |
| Lift | YES |
| Securement system | YES |
| Occupant restraint system | YES |
| Any and all modifications required to the exterior and interior of the vehicle to provide a complete, functioning system. | YES |
| All parts shall be new. All necessary servicing and adjustments shall be made on the equipment prior to delivery of the vehicles. All equipment shall be ready for immediate and continuous operation upon delivery of the vehicle. All exposed metal surfaces shall be painted or shall be corrosion-resistant. All lift components (including wiring) located on the underside of the vehicle shall be concealed but accessible for maintenance purposes. All interior wiring shall be concealed. | YES |
| <u>Option Must Be Available Upon Request:</u> Delete Lift. Delete wheelchair lift and wheelchair entry door. Replace forward-facing flip seats and wheelchair lift/securement with forward-facing aisle seats. Total seated capacity shall be 24 plus the driver. Delete all other lift related | YES |

| Large Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|--|
| items. | |
| <u>WHEELCHAIR LIFT</u> | |
| An automatic wheelchair lift will be located on the right (curb) side of the vehicle behind the rear axle. | YES |
| The lift will conform to the specifications as outlined in the Americans with Disabilities Act (ADA) regulations Subpart B - Buses, Vans and Systems, 38.23 Mobility Aid accessibility (b) Vehicle Lift, pages 45757 - 45758. | YES |
| The lift controls shall be interlocked with the vehicle brakes, transmission, or door, or shall provide other appropriate mechanisms or systems, to ensure that the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks or systems are engaged. The lift shall deploy to all levels (i.e., ground, curb and intermediate positions) normally encountered in the operating environment. Where provided, each control for deploying, lowering, raising and stowing the lift and lowering the roll-off barrier shall be of a momentary contact type requiring continuous manual pressure by the operator. | YES |
| The wheelchair lift must conform to FMVSS #403 and 404. | YES |
| Lift shall be rated at 1,000 # lifting capacity. Braun NCL1000IB3454HB-2 or approved equivalent. | YES |
| The control unit shall be a box with a function switch (for the folding and unfolding of the platform), an operating switch (for the raising and lowering of the platform), or a combination thereof. The control unit may also have a power switch. The controls for the operation of the lift shall be designed for both portable and stationary operation. The control unit shall be supplied with a flexible cut resistant control cable of sufficient length to allow the lift operator to have a hand on the wheelchair or other mobility aid, and control the lift platform through all operations, and allow the lift operator to be on the vehicle during the lift operation. | YES |
| The control unit shall have simple instructions placed in an easily read location while the operator is standing near the lift with the controls in hand, they should be able to clearly read the instructions and cautions. | YES |
| The method of hanging the control unit, when not in use, out of the way of the lowered platform, shall be provided. The hanger provision shall be easily reached by the lift attendant while standing at the ground level. Control switch may be either toggle, rocker or push-button type and shall be spring loaded to automatically return to the off position when pressure is released. | YES |
| <u>EXTRA-WIDE LIFT PLATFORMYES</u> | |
| In lieu of the minimum dimensions stated in the ADA specification, the lift will be supplied with a platform having a usable minimum clear width of 32 inches on the platform surface, a minimum clear width of 33 inches measured 2 inches above the platform surface to 30 inches above the platform surface, and a minimum clear length of 48 inches measured 2 inches above the platform surface to 30 inches above the platform surface. | YES |
| The Respondent shall provide descriptive material of the lift equipment proposed to be furnished as part of the proposal. | YES See Tab #11, item 11(i) |
| <u>DOORS, STEPS AND THRESHOLD</u> | |

| Large Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| Shall conform to the specifications outlined in the ADA regulations Subpart B - Buses, Vans and Systems, 38.25 Doors, steps and thresholds, page 45759. | YES |
| The lift shall be installed in a separate entryway exclusively for the lift. All components of the lift mechanism shall be located in the vehicle or shall retract inside the vehicle such that, when the doors for the opening are closed, the side of the vehicle will present a smooth surface. No part of the installed and stowed lift shall extend laterally beyond the normal width of the vehicle. The lift shall not contact the opened door and/or door frame during deployment and normal operation. | YES |
| The opening shall have two doors of the type hinged at the side which fully seal the body opening when closed. | YES |
| Provisions shall be made for fastening the door or doors in a wide open position. In addition, door posts, headers and all floor sections around the opening shall be reinforced such that the strength and support of the body at the opening is at least equivalent to that provided on the same type of vehicle without such an opening. A locking device shall be provided on the lift opening doors which prevents opening the doors from the outside when locked. | YES |
| The opening for the lift shall have a minimum vertical clear opening measured from the lift platform at the vehicle floor level of 68 inches. No portion of the lift mechanism shall encroach upon the minimum vertical clear opening. Suitable padding, to protect the heads of wheelchair or other mobility aid users, shall be installed on the inside vehicle on the lintel of the doorway or the lift's crossarm, whichever is lower. A light shall be installed inside the vehicle over the lift area. | YES |
| <u>PRIORITY SEATING SIGNS</u> | |
| Shall conform to the specifications outlined in the ADA regulations Subpart B - Buses, Vans and Systems, 38.27 Priority seating signs, page 45759. | YES |
| <u>INTERIOR CIRCULATION, HANDRAILS AND STANCHIONS</u> | |
| Shall conform to the specifications outlined in the ADA regulations Subpart B - Buses, Vans and Systems, 38.29 Interior Circulation, handrails and stanchions, pages 45759 - 45760. | YES |
| <u>LIGHTING</u> | |
| Shall conform to the specifications outlined in the ADA regulations Subpart B - Buses, Vans and Systems, 38.31 Lighting, pages 45760. | YES |
| <u>SECUREMENT SYSTEM</u> | |
| At each mobility aid position a securement system shall be provided to securely hold a wheelchair or other mobility aid in the position. This system shall be composed of a complete belt-track system Q-Straint Model # Q-10007 Retractable Securement System with "L" slider track (flanged). Systems by other manufacturers may be accepted with prior approval. | YES |
| The securement system shall be placed as near to the accessible entrance as practicable and shall have a clear floor area of 30 inches by 48 inches. Such space shall adjoin, and may overlap, an access path. Not more than 6 inches of the required clear floor space may be accommodated for footrests under another seat provided there is a minimum of 9 inches from the floor to the lowest part of the seat overhanging the space. | YES |

| Large Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| At each mobility aid position a four point attachment system shall be used consisting of four separate belts with all necessary buckles, hardware, fittings and other parts to make it a complete securement system. | |
| The securement system and their attachments to the vehicle shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg and a minimum of 5,000 pounds for each mobility aid. In addition, the securement system shall meet the "30mph/20g standard" developed at the University of Michigan. Test results verifying these requirements shall be available and, if requested, a copy shall be submitted. | YES |
| A minimum of two tracks each of sufficient length for proper attachment and positioning of the belts, shall be placed parallel to each other and perpendicular to the direction in which the MAP faces. "L" track must run full width of vehicle for the back two wheel chair positions. The distance between centerlines of the tracks shall be approximately 46 inches. | YES |
| The tracks shall be securely flush mounted to the floor of the vehicle in such a way as to insure the track will not pull away from the van floor or shift position under anticipated loads. The flush-mounted tracks shall have no gaps between the ends or sides of the track and the floor covering. The vehicle floor anchorage for the securement system shall be capable of withstanding a tensile load of 6,000 lbs. applied at a 45 degree angle at each track or floor plate slot when tested with the applicable track fitting. Test results to verify this requirement shall be available and, if requested, a copy shall be submitted to INDOT. | YES |
| When the wheelchair or mobility aid is secured in accordance with manufacturer's instructions, the securement system shall limit the movement of an occupied wheelchair or mobility aid to no more than 2 inches in any direction under normal vehicle operating conditions. | YES |
| In addition, two storage pouches shall be provided to store the straps and buckles off the floor when they are not in use. The stored straps and the securement tracks shall not interfere with passenger movement or sitting space, shall not present any hazardous condition, shall be reasonably protected from vandalism, and shall be readily accessed when needed for use. | YES |
| Q-Straint Q5-8522, Sure-lok FE 201145 or approved equal. One storage pouch per each wheelchair tiedown position. | YES |
| The Respondent shall provide with each vehicle upon delivery a pamphlet, brochure or similar literature describing (and instructing) the use of the securement system. | YES |
| The Respondent shall submit with the proposal a description, in detail, with supporting drawings (may be clear hand-drawn sketches) and literature showing the type and location of the securement system to be furnished. | YES, See Tab 11, Item #11(j) |
| <u>WEBBING LOOPS</u> | |
| Q-Straint Q5-7580, Sure-Lok FE-200750 or approved equal. To assist with securement of electric wheelchairs. Four webbing loops per each wheelchair position. | YES |
| <u>DEMONSTRATE USE OF SECUREMENT SYSTEM</u> | |
| The Respondent shall provide with each vehicle upon delivery a pamphlet/brochure and video or DVD describing (and instructing) the use of the securement system and shall demonstrate to the recipient the proper method of using the system. | YES |
| Demonstration of use of the securement system must be performed to ensure correct use of the | YES |

| Large Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|---|--|
| belt-track system. | |
| As part of the instruction process, the instructor shall have the student actually use the securement system and tie down a mobility aid in its proper location in the vehicle. Arrangements for having a wheelchair or other mobility aid should be made with the receiving agency prior to delivery of the vehicle. This process ("hands on" instruction) shall be repeated until the student completely understands the system's use and will be able to instruct others in its use. | YES |
| Adequate time shall be allowed to accomplish this instruction and costs shall be included in the proposal price for the basic vehicle. | YES |
| <u>OCCUPANT RESTRAINT SYSTEM</u> | |
| A restraint system shall be provided for the occupant of a wheelchair or other mobility aid at each securement position. | YES |
| The occupant restraint system shall be a seat belt and shoulder harness assembly, complying with all applicable provisions of 49 CFR Part 571, attached to the floor or side of the vehicle. A retractor shall be provided to keep the belt webbing and straps off the floor when the belt is not in use. | YES |
| The Respondent shall provide descriptive material of the occupant restraint system to be furnished as part of the proposal. | YES See Tab #11, Item #11k |
| <u>OPTIONAL CHASSIS (12 AMBULATORY/2 W/C BUS BODY SIZE)</u> | |
| <p><u>Option Must Be Available Upon Request:</u> Gasoline engine that meets or exceeds a displacement of 305 cubic inches (6.0 liters), V-8. Minimum GVWR 14,200 pounds. Wheelbase 159 inches. Heavy duty alternator (in lieu of the OEM 145 amp alternator) – Penntex PX-520R, Mitsubishi A4TJ0181 or approved equal. The engine shall be of heavy-duty design and construction. The engine shall be equipped with oil bath or replaceable element dry type air cleaner, replaceable element full flow oil filter, and an engine block heater.</p> <p>This passenger body size vehicle will incorporate all specifications, dimensions and standard items listed (except floor plans) for the standard body size to the extent possible. Floor plans for the 12 ambulatory/2 wheelchair bus body size will be determined by Respondent and purchaser prior to issuing the purchase order.</p> | YES |
| <u>TESTING</u> | |
| The vehicle shall be thoroughly inspected and tested during construction and upon completion to ensure all equipment is installed and operating properly. Tests shall be performed to ensure that the completed vehicle is dust-proof, watertight, fume-proof and all vehicle and equipment fluids as per specifications. | YES |
| <u>MAINTENANCE AND INSPECTION SCHEDULE</u> | |
| Upon delivery the successful Respondent shall furnish a detailed maintenance and inspection schedule for the vehicle. The maintenance and inspection schedule shall incorporate the required maintenance and inspection of the basic vehicle and of its subsystems (e.g., lift) as prescribed by the respective manufacturers. | YES |
| <u>SERVICE POLICY AND WARRANTY</u> | |

| Large Transit Vehicle Specification | Meets Specification? (Yes/No Unless Otherwise Specified) |
|--|---|
| The successful Respondent shall furnish with each vehicle the manufacturer's owner service policy and warranty for the vehicle body, the vehicle chassis, and all additional equipment. | YES |
| The owner service policies and warranties shall be recognized and accepted by local authorized service representatives. | YES |
| The vehicle warranty shall provide that, at a minimum, all body and chassis repairs and replacement parts needed due to factory defects shall be furnished and installed promptly without charge by authorized service representatives within the first three years or first 10,000 miles after final delivery of the vehicle. The vehicle warranty also shall provide that, at a minimum, all necessary body and chassis service adjustments shall be made promptly without charge by authorized service representatives within the first 90 days after final delivery of the vehicle. The vehicle warranty requirements shall cover all components of the vehicle body and chassis, except as otherwise specified. | YES PER ADDENDUM |
| Tires shall be covered with the warranty that is standard to the industry, at a minimum. The lift system shall be covered by a warranty providing that, at a minimum, all replacement parts and repairs to the lift system (including lift platform mechanisms, power unit and controls) needed due to defects in material or workmanship shall be furnished and installed promptly without charge by authorized service representatives within the first year or first 12,000 miles after final delivery of the vehicle. | YES PER ADDENDUM |
| Air conditioning and seats shall be covered by a warranty providing that, at a minimum, all replacement parts and repairs needed due to defects in material or workmanship shall be provided without charge within the first year or first 12,000 miles after final delivery of the vehicle. | YES PER ADDENDUM |
| <u>COMPLIANCE WITH OEM</u> | |
| Any modifications made by the body manufacturer shall comply with the OEM chassis manufacturer's specifications and requirements. For example, the Ford "Qualified Vehicle Modifier" program. | YES |
| <u>WARRANTY WORK</u> | |
| It is recognized that the vehicle and associated on board equipment warranty responsibility may be divided among more than one warranting agency. However, if after the authorized factory service representative for a particular item has been contacted and satisfactory warranty repair cannot be obtained, it shall be the successful Respondent's responsibility to act as liaison for the agency in obtaining warranty repair to ensure the vehicle is placed in operable condition without unnecessary delay. | YES |

2.4. Required Supplemental Information

The following technical information and descriptive material is to be furnished by the Respondent as part of the proposal. The proposal will be considered non-responsive if any of the information is not provided. Please label each of pieces of information and any necessary attachments clearly.

| Required Information | Low Floor Minivan | Small Transit | Large Transit |
|----------------------|-------------------|---------------|---------------|
|----------------------|-------------------|---------------|---------------|

| | | | |
|--|---|---|---|
| evaluation to determine the responsiveness of the proposal. | | | |
| c. Certifications of meeting Federal Motor Vehicle Safety Standards. | ✓ | ✓ | ✓ |
| d. Final Test Report from the Pennsylvania Transportation Institute Bus Testing Facility in Altoona, Pennsylvania | ✓ | ✓ | ✓ |
| e. Proposed interior floor plan, showing detailed dimensions including the location of securement track system. | ✓ | ✓ | ✓ |
| f. A list of the standard or available exterior paint colors. | ✓ | ✓ | ✓ |
| g. A list of authorized service representatives for chassis, body and body parts, and ancillary equipment (see Warranty Work in Section 2.5 of this Attachment). | ✓ | ✓ | ✓ |
| h. Ramp information | ✓ | | |
| i. Lift information | | ✓ | ✓ |
| j. Securement system information | ✓ | ✓ | ✓ |
| k. Occupant restraint system information | ✓ | ✓ | ✓ |
| l. Forward facing fold away information | ✓ | ✓ | ✓ |
| m. Descriptive material of the air conditioning equipment | | ✓ | ✓ |
| n. Buy America certification, along with breakdown by percentage (of total price) by component and major subcomponents | ✓ | ✓ | ✓ |

2.5. Warranty Work

All normal warranty work on chassis and chassis manufacturer's factory installed equipment shall be accomplished within at a location within one of the three service area regions in Indiana (see map below).

If major or complicated warranty work is required and the location to perform such work is outside the service region required for normal warranty work, the Respondent shall pay all costs of transporting the vehicle to and from the recipient agency's location.

It is recognized that the vehicle and associated on board equipment warranty responsibility may be divided among more than one warranting agency. However, if after the authorized factory service representative for a particular item has been contacted and satisfactory warranty repair cannot be obtained, it shall be the successful Respondent's responsibility to act as liaison for the agency in obtaining warranty repair to ensure the vehicle is placed in operable condition without unnecessary delay.

Respondent must provide the following information for each proposed vehicle.

1. Chassis manufacturer warranty
2. Body manufacturer warranty
3. Chassis/Body Service centers by region (see attached map), including phone numbers and e-mail addresses
4. Ramp manufacturer warranty and service centers by region (see attached map), including phone numbers and e-mail addresses
5. Procedures to follow when warranty repairs are needed
6. Procedures for securing replacement parts and retaining defective parts
7. Procedures for reimbursement for warranty parts/labor
8. Delivery time of OEM and non-OEM parts

There must be at least one service center per region for each of the components:

- Body
- Chassis
- Seats
- Heavy duty alternator (small and large transit vehicles only)
- Ramp (low floor minivan only)
- Air conditioning (transit vehicles only)
- Lift (transit vehicles only)

The proposal will be considered non-responsive if any of the above information is not provided with the proposal.

Warranty Service Area Map



2.6. Federally Required Contract Clauses

Please review the federally required contract clauses in this section, fill in the requested information, and sign where necessary.

<http://www.flta.dot.gov/documents/21-Master.pdf>

1. Fly America Requirements
2. Buy America Requirements
3. Cargo Preference Requirements
4. Energy Conservation Requirements
5. Clean Water Requirements
6. Bus Testing
7. Pre-Award and Post Delivery Audit Requirements
8. Lobbying
9. Federal Changes
10. Clean Air
11. Recycled Products
12. No Government Obligation to Third Parties
13. Program Fraud and False or Fraudulent Statements and Related Acts
14. Termination
15. Government-wide Debarment and Suspension (Nonprocurement)
16. Civil Rights Requirements
17. Breaches and Dispute Resolution
18. Disadvantaged Business Enterprise
19. Incorporation of Federal Transit Administration (FTA) Terms
20. Prohibition against Geographic Preferences
21. Access to Third Party Contract Records
22. Federal/State Guidelines prevalence
23. Assignability Clause
24. Five Year Contract Limitation
25. Special Notification Requirements for States
26. ADA Access Clause
27. Contract Work Hours & Safety Standards Act

1. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by MAP-21, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with MAP-21, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Respondent must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The Respondent hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date; SEPTEMBER 18, 2015

Signature; 

Company Name; MIDWEST TRANSIT EQUIPMENT INC.

Title PRESIDENT

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The Respondent hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

3. CARGO PREFERENCE REQUIREMENTS

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract

Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by MAP-21, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with MAP-21, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Respondent must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The Respondent hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date September 14, 2015

Signature 

Company Name The Braun Corporation

Title Commercial Intervan Manager

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The Respondent hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

3. CARGO PREFERENCE REQUIREMENTS

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract

Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by MAP-21, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with MAP-21, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Respondent must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The Respondent hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date August 25, 2015

Signature 

Company Name Elkhart Coach Div. of Forest River, Inc.

Title General Manager

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The Respondent hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

3. CARGO PREFERENCE REQUIREMENTS

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract

to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

4. ENERGY CONSERVATION REQUIREMENTS

The contractor will comply with the mandatory energy standards and policies of its State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*

5. CLEAN WATER REQUIREMENTS

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Requesting Entity and understands and agrees that the Requesting Entity will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6. BUS TESTING

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: SEPTEMBER 18, 2015

Signature: _____



Company Name: MIDWEST TRANSIT EQUIPMENT INC.

Title: PRESIDENT

7. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Respondent certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the proposal specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

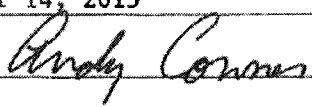
The Respondent hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: September 14, 2015

Signature: 

Company Name: The Braun Corporation

Title: Commercial Entervan Manager

7. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Respondent certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the proposal specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The Respondent hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: August 25, 2015

Signature: _____

Company Name: Elkhart Coach Div. of Forest River, Inc.

Title: General Manager

7. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Respondent certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the proposal specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The Respondent hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: SEPTEMBER 18, 2015

Signature: _____

Company Name: MIDWEST TRANSIT EQUIPMENT INC.

Title: PRESIDENT

Certificate of Non-Compliance

The Respondent hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

8. LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

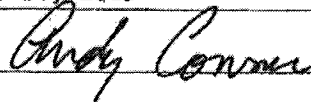
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Date: September 14, 2015

Signature: 

Company Name: The Braun Corporation

Title: Commercial Intervenor Manager

Certificate of Non-Compliance

The Respondent hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

8. LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Date: August 25, 2015

Signature: Jerry Canady

Company Name: Elkhart Coach Div. of Forest River, Inc.

Title: General Manager

Certificate of Non-Compliance

The Respondent hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

8. LOBBYING

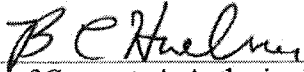
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, MIDWEST TRANSIT EQUIPMENT INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

BARRY C. HUEBNER, PRESIDENT

Name and Title of Contractor's Authorized Official

SEPTEMBER 18, 2015

Date

9. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Requesting Entity and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

10. CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Requesting Entity and understands and agrees that the Requesting Entity will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. RECYCLED PRODUCTS

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Requesting Entity and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Requesting Entity, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

14. TERMINATION

a. Termination for Convenience (General Provision) The State of Indiana (hereafter known as "Recipient") may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any

property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The Recipient in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this

contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications,

reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the Respondent certifies as follows:

The certification in this clause is a material representation of fact relied upon by **the State of Indiana**. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to remedies available to **the State of Indiana**, the Federal Government

may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

16. CIVIL RIGHTS REQUIREMENTS

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identity, national origin, sex, age, disability, income status or Limited English Proficiency. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain

from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

17. BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Indiana Department of Administration (INDOT). This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Indiana Department of Administration. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Indiana Department of Transportation, Office of Transit must receive certification from each transit vehicle manufacturer bidding on a federally assisted contract that the manufacturer has complied with DBE requirements in 49 CFR 26.49. Vehicle manufacturers are required to submit annual DBE goals directly to FTA. Federal funds cannot be used to purchase a vehicle from a manufacturer who has not submitted a goal to FTA.

Disadvantaged Business Enterprise (DBE) Certification for Transit Rolling Stock

I hereby certify, as a representative of a Transit Vehicle Manufacturer, that

THIS CERTIFICATION PROVIDED BY VARIOUS MANUFACTURERS. SEE ATTACHED

(Manufacturer) has complied with the requirements of 49 CFR 26.49, Participation by Disadvantaged Business Enterprises in DOT Programs, and that our program and goals have not been disapproved by the Federal Transit Administration.

Signature of the Transit Vehicle Manufacturer Authorized Official

Name and Title of the Manufacturer's Authorized Official

Date

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F http://www.fta.dot.gov/legislation_law/12349_8641.html are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee requests which would cause the grantee to be in violation of the FTA terms and conditions.

20. PROHIBITION AGAINST GEOGRAPHIC PREFERENCES

Per Federal Transit Administration (FTA) guidelines as noted in FTA Circular 4220.1E, the State of Indiana shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

21. ACCESS TO RECORDS

The State of Indiana (recipient) agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

22. STATE/FEDERAL GUIDELINES PREVALENCE

Should any of the State's Terms and Conditions conflict with the Federal Guidelines, the Federal Guidelines will prevail.

Disadvantaged Business Enterprise (DBE) Certification for Transit Rolling Stock
I hereby certify, as a representative of a Transit Vehicle Manufacturer, that

The Braun Corporation (Manufacturer) has complied with the requirements of 49 CFR 26.49, Participation by Disadvantaged Business Enterprises in DOT Programs, and that our program and goals have not been disapproved by the Federal Transit Administration.


Signature of the Transit Vehicle Manufacturer Authorized Official

Andy Conner, Commercial Entervan Manager
Name and Title of the Manufacturer's Authorized Official

September 14, 2015
Date

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F http://www.fta.dot.gov/legislation_law/12349_8641.html are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee requests which would cause the grantee to be in violation of the FTA terms and conditions.

20. PROHIBITION AGAINST GEOGRAPHIC PREFERENCES

Per Federal Transit Administration (FTA) guidelines as noted in FTA Circular 4220.1E, the State of Indiana shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

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Should any of the State's Terms and Conditions conflict with the Federal Guidelines, the Federal Guidelines will prevail.

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Indiana Department of Transportation, Office of Transit must receive certification from each transit vehicle manufacturer bidding on a federally assisted contract that the manufacturer has complied with DBE requirements in 49 CFR 26.49. Vehicle manufacturers are required to submit annual DBE goals directly to FTA. Federal funds cannot be used to purchase a vehicle from a manufacturer who has not submitted a goal to FTA.

Disadvantaged Business Enterprise (DBE) Certification for Transit Rolling Stock

I hereby certify, as a representative of a Transit Vehicle Manufacturer, that

Mobility Ventures LLC (Manufacturer) has complied with the requirements of 49 CFR 26.49, Participation by Disadvantaged Business Enterprises in DOT Programs, and that our program and goals have not been disapproved by the Federal Transit Administration.



Signature of the Transit Vehicle Manufacturer Authorized Official


Devin Ikenberry Manager, Government Bids & Contracts

Name and Title of the Manufacturer's Authorized Official

September 2, 2015

Date

Transit Vehicle Manufacturers (TVMs)

 Sign up for email updates on this topic.

If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section. You do not include FTA assistance used in transit vehicle procurements in the base amount from which your overall goal is calculated.

Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.

A TVM's failure to implement the DBE Program in the manner prescribed by 49 C.F.R. 26 may result in removal from FTA's certified TVMs list and the inability to bid on future FTA-assisted vehicle procurements.

An FTA recipient's failure to comply with the TVM DBE provisions may result in formal enforcement action or appropriate sanctions as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).

TVMs must submit the Uniform Report of DBE Awards/Commitments and Payments on June 1 and December 1 of each fiscal year. Access a copy of the [Uniform Reporting form \(Excel\)](#). Reports must be submitted via email to FTA at theresa.robinson_ctr@dot.gov.

TVM training materials can be found on the [Civil Rights Training Materials](#) webpage.

 An [important program notice regarding FY 2015 DBE goal and program submissions \(PDF\)](#) is now available.

TVMs Eligible to Bid on Federally Funded Transit Agency Contracts in Federal Fiscal Year 2015

The chart below identifies the transit vehicle manufacturers that have obtained 49 CFR § 26.49 certification, each transit vehicle manufacturer's address, and their current DBE goal. All TVMs listed are eligible to bid on federally funded transit procurements.

This chart will be periodically updated as other TVMs become certified.

FTA recipients should contact their Regional Civil Rights Officer or the FTA Office of Civil Rights before accepting bids from transit vehicle manufacturers that are not listed in this chart.

Note: Click any header to sort by that topic.

| # | Transit Vehicle Manufacturer | Address | City | State / Country / Territory | DBE Goal % | DBE Liaison Officer (DBELO) | |
|----|----------------------------------|--------------------------------------|---------------|-----------------------------|------------|-----------------------------|------------------------|
| 1 | Alexander Dennis, Inc. | 31566 Railroad Canyon Road Suite 342 | Canyon Lake | CA | 2.20% | Judy Lovitt | judy.l |
| 2 | Alstom Transportation, Inc. | 1 Transit Drive | Hornell | NY | 9.59% | Michelle Studer | michs |
| 3 | AnsaldoBreda Inc. | 101 The Embarcadero, Suite 210 | San Francisco | CA | 3.00% | James Core | jcore |
| 4 | AnsaldoBreda SpA | Via Ciliegiole 110/B 51100 | Pistoria | Italy | 12.00% | Andrea Pepi | apepi |
| 5 | ARBOC Specialty Vehicles | 51165 Greenfield Parkway | Middlebury | IN | 3.30% | Donna Ballge | dballg |
| 6 | Blue Bird Corporation | 402 Blue Bird Blvd, P.O. Box 937 | Fort Valley | GA | 1.00% | Angela Mann | angel |
| 7 | Bombardier, Inc. | 1101 Parent Street, Saint-Bruno | Quebec | Canada | 10.00% | Sophie Moore | sophi |
| 8 | Braun Corporation | 631 W 11th Street | Winamac | IN | 5.00% | Ken Morgel | ken.m |
| 9 | Brookville Equipment Corporation | 175 Evans Street | Brookville | PA | 2.40% | Becky Griffin | bgri |
| 10 | BYD Motors | 1800 South Figueroa Street | Los Angeles | CA | 4.00% | Greg Davis | greg.d |
| 11 | CAFUSA, Inc. | 1401 K Street, N.W. | Washington | DC | 8.50% | Tonia Crosby | tonia |
| 12 | Champion Bus, Inc. | 331 Graham Road | Imlay City | MI | 1.00% | Larry Mabery | lmab |

| | | | | | | | |
|----|---|------------------------------------|--------------|----------|--------|----------------------|------------------------|
| 13 | Coach & Equipment Manufacturing Corporation | 130 Horizon Park Drive/P.O. Box 36 | Penn Yan | NY | 1.92% | Carl Birx | cbirx |
| 14 | Diamond Coach Corporation | 2300 W 4th Street | Oswego | KS | 1.00% | Kate Strickland | kstric |
| 15 | ElDorado National, Inc. | 9670 Galena Street | Riverside | CA | 5.00% | Jake Calvo | jake.c |
| 16 | Envionmental Performance Vehicles (EPV) Corporation | 2309 Nevada Blvd | Charlotte | NC | 5.00% | Joshua Anderson | josh.a |
| 17 | Forest River, Elkhart, Glaval, Starcraft | 914 County Road 1 | Elkhart | IN | 1.55% | Joe Goeglein | jgoeg |
| 18 | Gillig, LLC | 25800 Clawiter Road | Hayward | CA | 2.25% | Chris Turner | chris. |
| 19 | Goshen Coach, Inc. | 25161 Leer Drive | Elkhart | IN | 0.37% | Mike Person | mpers |
| 20 | Hometown Trolley/Double K, Inc. | 701 North Railroad Avenue | Crandon | WI | 3.00% | Talia Walerko | talia@ |
| 21 | Hyundai Rotem USA Corporation | 2400 Weccacoe Avenue | Philadelphia | PA | 5.00% | Andy Hyer | andy. |
| 22 | Kinkisharyo International, LLC | 400 Blue Hill Drive | Westwood | MA | 5.00% | Lyndie Avery | avery |
| 23 | Lone Star | 12953 Hwy 64 West | Tyler | TX | 15.00% | Norma Niderhofer | normi |
| 24 | Mitsubishi Heavy Industries America, Inc. | 630 Fifth Avenue, Suite 2650 | New York | NY | 2.00% | Michael Ang | mich |
| 25 | Mobility Transportation Services | 42000 Koppernick Road, #A3 | Canton | MI | 2.02% | Dave Brown | dave@ |
| 26 | Mobility Ventures (MV-1) | 12200 Hubbard St. | Livonia | MI | 1.99% | Kirk Alston | kirk.a |
| 27 | Mobility Works | 1090 W. Wilbeth Road | Akron | OH | 1.00% | Cindy Poinar | cpoin |
| 28 | Motive Power, Inc. (A Webtec Company) | 4600 Apple Street | Boise | ID | 4.00% | Zach Maulik | zmau |
| 29 | Motor Coach Industries | 1700 E. Gulf Road | Schaumburg | IL | 11.18% | Shannon Davis | shann |
| 30 | National Van Builders, Inc. | 80 Pine Street | Attleboro | MA | 2.50% | Glen Perlman | glen@ |
| 31 | New Flyer Industries, Inc. | 711 Kernaghan Ave. | Winnipeg | Manitoba | 3.93% | Raul Ramirez | raul.i |
| 32 | Nova Bus (a Division of Prevost Car, Inc.) | 260 Banker Road | Plattsburgh | NY | 5.00% | Michelle Sahai | mich |
| 33 | Proterra | 1 Whitlee Court | Greenville | SC | 5.00% | Jonathan Bearden | jonatt |
| 34 | Siemens Industry, Inc. | 7464 French Road | Sacramento | CA | 5.65% | Michelle Picard | mich |
| 35 | Stadler US, Inc. | 231 North Ave. W. #112 | Westfield | NJ | 3.95% | Stephen Bonina | steph |
| 36 | Sumitomo Corporation of America | 600 Third Avenue | New York | NY | 3.67% | Satoshi Suzuki | satosi |
| 37 | Talgo, Inc. | 3533 North 27th Street | Milwaukee | WI | 6.51% | Christopher Crist | ccrist |
| 38 | Transportation Technology, Inc. | 940 Nepperhan Avenue | Yonkers | NY | 3.34% | Warren Azzara | warre |
| 39 | Turtle Top | 67819 State Road 15 | New Paris | IN | 0.76% | Janet Kercher-Dudley | janet@ |
| 40 | Vossloh Espana S.A.U. | Mitjera | 6 Albuixech | | 3.70% | Jose-Manuel Conde | jose-m |
| 41 | Vossloh Kiepe North America | 359 Curie Drive | Alpharetta | GA | 2.03% | Kevin Kirk | k.kirk |
| 42 | Winnebago Industries | 605 W. Crystal Lake Road | Forest Lake | IA | 0.40% | Jamie Sorenson | jsoren |

23. ASSIGNABILITY CLAUSE

Federal funded Section 5307, 5310, 5311 and 5339 grant recipients located in the State of Indiana, with written approval from the Indiana Department of Transportation, Office of Transit Section, may participate in any contract(s) resulting from this RFP. INDOT reserves the right to revoke or deny this assignability clause at its discretion.

Interested grant recipients should contact Brian Jones at 317-232-1493. Any grant recipient utilizing any said contract(s) are solely responsible for ensuring compliance with FTA procurement guidelines and regulations.

24. FIVE YEAR LIMITATION

The Federal Transit Administration (FTA) limits a contract to purchasing no more than the recipient's material requirements for rolling stock or replacement parts for five years based on the effective date of the contract.

25. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

The Federal Transit Administration is or will be providing Federal assistance for the procurement. INDOT estimates up to \$4,250,000 in federal funds are available on an annual basis to purchase different types of mobility vehicles through the FTA Section 5310, 5311 and 5339 programs. The CFDA #s are 20.513, 20.509 and 20.526 respectively.

26. ADA ACCESS CLAUSE

Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and

Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R Part 1192 and 49 C.F.R Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations. FTA Contract Clauses.

27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Activities Not Involving Construction. Federal laws and regulations providing wage and hour protections for nonconstruction employees, including:

(1) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and

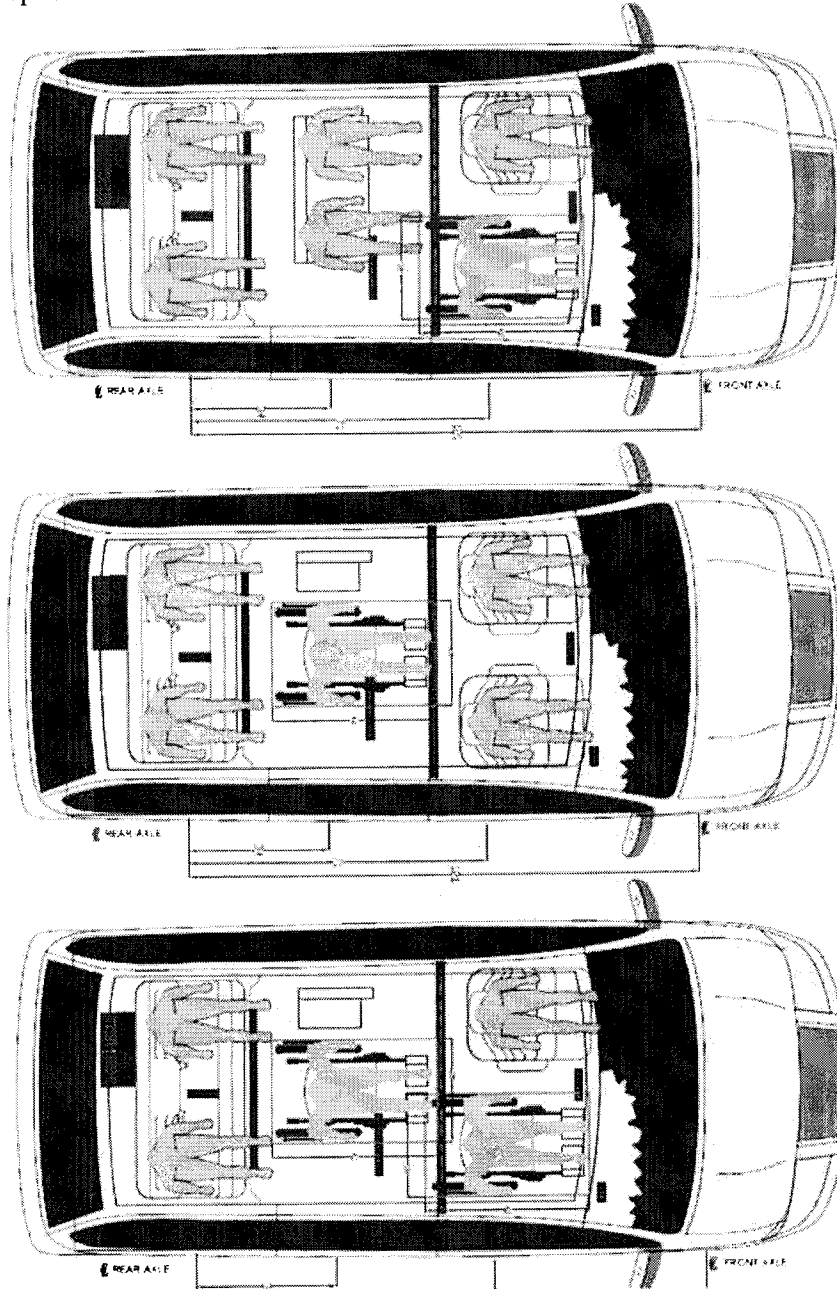
(2) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5,

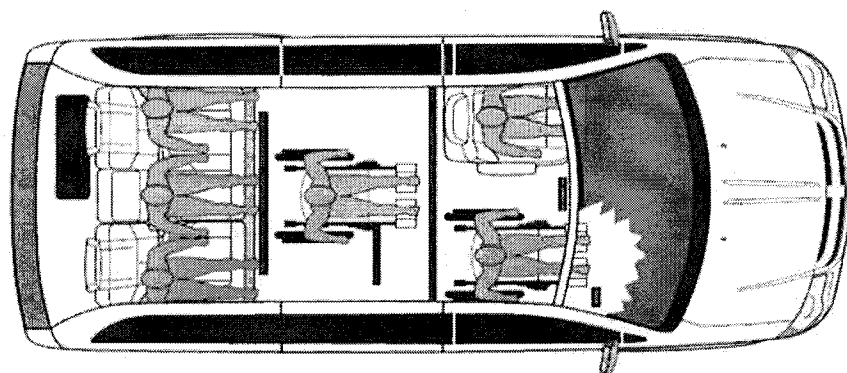
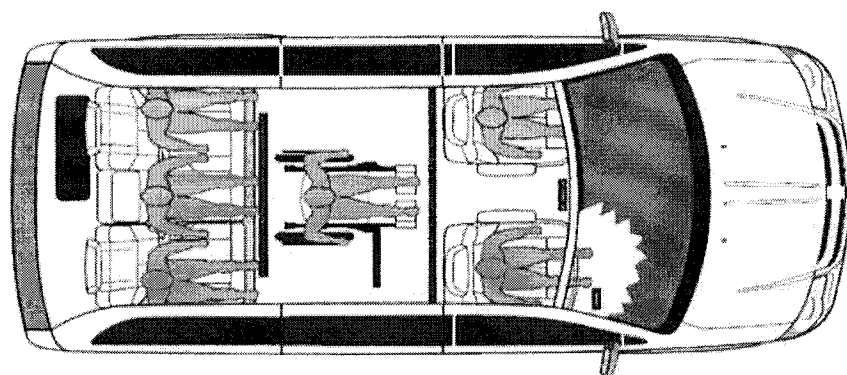
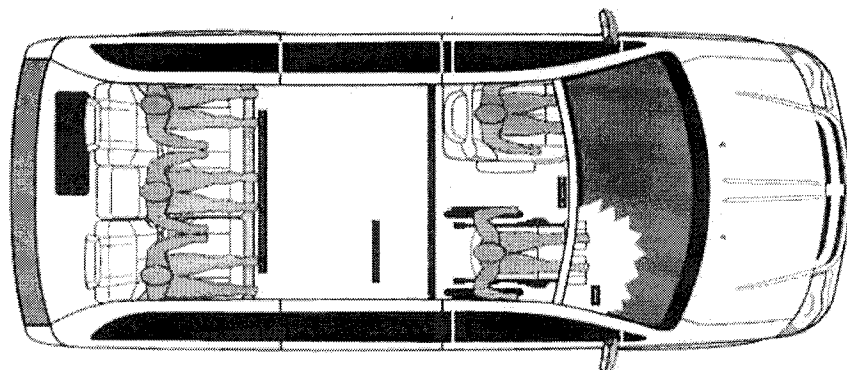
3. Typical Floor Plans

The following are examples of acceptable floor plans for each vehicle. However, it is the Respondent's responsibility to assure that the vehicle proposal meets all specifications (dimensions, etc.) even if using the example floor plans. Other floor plans may be submitted by the Respondent for approval. If they are not approved, the Respondent will have the option of providing a floor plan matching the example for the vehicle, at no cost increase, or of withdrawing their proposal.

3.1. Low Floor Minivan

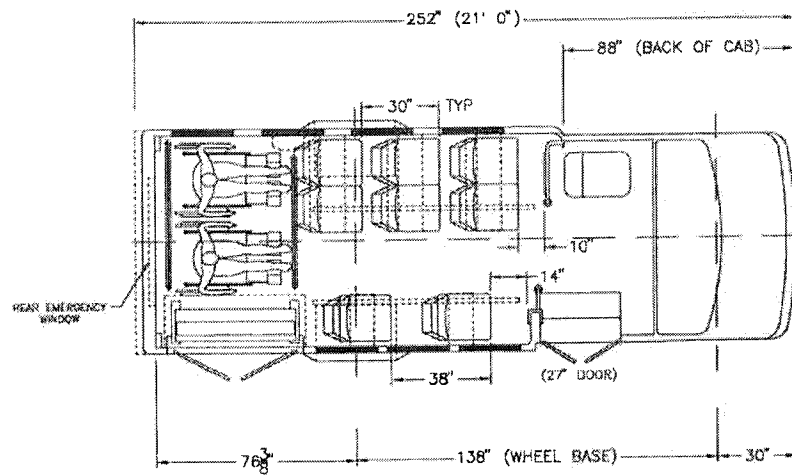
The following are examples of acceptable floor plans for low floor minivans, with and without the removable seat option.





3.2. Small Transit Vehicle

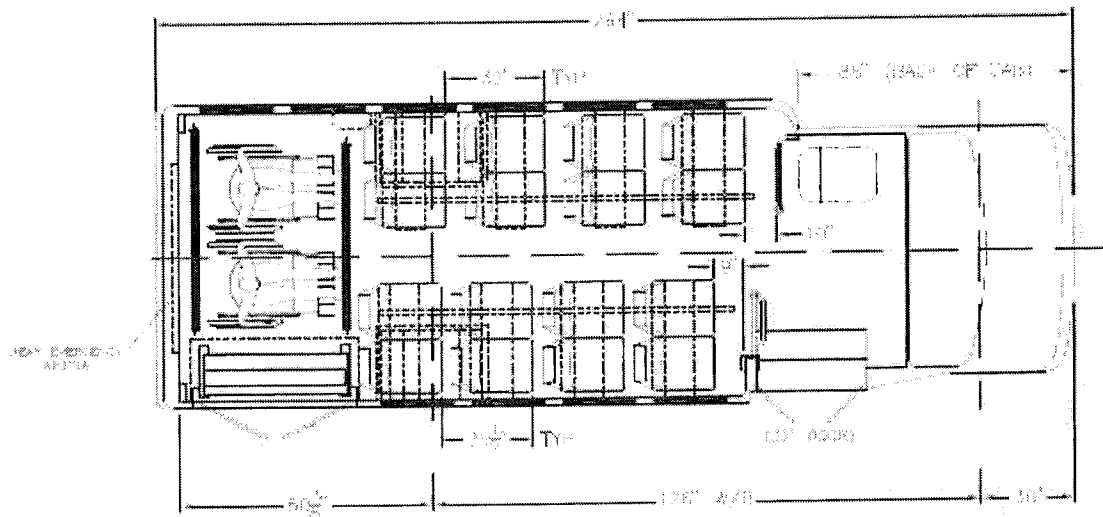
STANDARD FLOOR PLAN



With standard seating configuration (8 ambulatory, 2 w/c)

3.3. Large Transit Vehicle

STANDARD FLOOR PLAN for 176" wheelbase (Large Transit Vehicle)



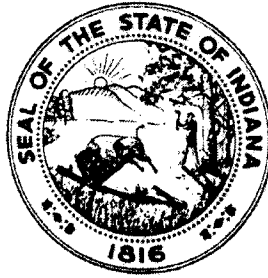
Actual floor plans will vary by manufacturer.

FLOOR PLAN for Option #1 158" w/b (floor plan will vary by manufacturer)

Exhibit D – RFP 16-011 Documents

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

SEE ATTACHED DOCUMENTS



STATE OF INDIANA

Request for Proposal 16-011

INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of
All State Agencies**

**Solicitation For:
Vehicles**

Response Due Date: September 21, 2015 by 3:00 PM EST

Eric Klinefelter, Strategic Sourcing Analyst
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W478
Indianapolis, Indiana 46204

SECTION ONE
GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

In accordance with Indiana statute, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of the All State Agencies, requires vehicles for the State of Indiana. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the IDOA website (<http://www.IN.gov/idoa/2354.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

| | |
|----------------------------|---|
| IAC | Indiana Administrative Code |
| IC | Indiana Code |
| CUF | Commercially Useful Function – A business function that supports the scope of this solicitation |
| Contractor | Any successful Respondent selected as a result of the procurement process to deliver the products or services requested by this RFP |
| Account Management Team | The Account Management Team is the designated persons assigned by the State and by the Contractor for the administration of this Contract. |
| Full Time Equivalent (FTE) | The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this RFP for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE |

| | |
|---|--|
| Implementation | The successful implementation of vehicles Quantity Purchase Agreements (QPAs) at the Indiana Government Center as specified in the contract resulting from this RFP |
| Manufacturer Build-Out / Order Due Date | Final order due date from the manufacturer for the current Model Year vehicles. After this date the manufacturer will accept no new orders for that Model Year. |
| New Vehicle | A new vehicle shall be defined as a current model year vehicle that has not been previously titled to any party (public or private) and has minimal mileage (i.e., less than 175 miles). |
| Other Governmental Body | An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A state educational institution |
| Point of Delivery | Actual location (address) provided by Requesting Entity that the Contractor will transport the vehicle for order fulfillment. |
| Products | Tangible goods or manufactured items as specified in this RFP |
| Proposal | An offer as defined in IC 5-22-2-17 |
| QPA | Quantity Purchase Agreement is an "open end or term" agreement in which one or more vendor contracts with the State to provide equipment, supplies, and/or services for a specific time and at a specific price. |
| Requesting Entity | A party who places an order through the contract resulting from this RFP |
| Respondent | An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the Respondent who will be ultimately responsible for performance of the contract |
| Services | Work to be performed as specified in this RFP |

| | |
|------------------|---|
| State | The State of Indiana |
| State Agency | As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government |
| Total Bid Amount | The amount that the respondent proposes on Attachment D that represents their total, all-inclusive price. |

1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a contractor that can satisfy the State's need for new vehicles. It is the intent of IDOA to contract with one or more vendors that provide quality new vehicles for the State of Indiana.

1.4 SCOPE OF WORK

1.4.1 Overview

The Contractor shall provide all services necessary to provide new vehicles to the State of Indiana as set forth in this RFP and attachments, incorporated and made a part of this Contract herein by reference. IDOA, on behalf of All State Agencies, is establishing a quantity purchase agreement (QPA) for these services. The duties of the Contractor are set forth, attached hereto, and fully incorporated herein.

Respondents must be aware that one vehicle category in this RFP -Mobility Vans- has separate minimum specifications and additional federally-driven contract terms and conditions outlined in Attachment I. Due to federal funding guidelines, Respondents should be aware that, should any of the State's terms and conditions conflict with Federal terms and conditions (as listed in Attachment I), the Federal terms and conditions will prevail.

Furthermore, other governmental bodies of the State of Indiana may utilize the QPA negotiated by the State. Although participation of this contract by the other governmental bodies is not mandatory, it is the State's goal to continue to encourage all other governmental bodies of the State of Indiana to use the price agreement(s) resulting from this RFP. Increased utilization by these entities significantly enhances the business opportunity for the winning Respondent without having to participate in additional RFP processes individually with these entities.

The State however, is not responsible for the transactions between the awarded Respondent and these entities. All other governmental bodies using State contracts and QPAs are expected to follow the contractual terms and conditions specified in those agreements and within local purchasing requirements. The awarded Respondent is

required to provide and extend pricing for vehicles to other governmental bodies of the State of Indiana.

The State may award all or part of this RFP based on the best interests of the State.

1.4.2 Current Purchasing Profile

This RFP for vehicles is divided into three (3) vehicle categories for new vehicles. The vehicle categories are: General Passenger Vehicles, Police Vehicles and Mobility Vans. The following chart shows the historic breakdown of new vehicles purchases in order to provide Respondents with background knowledge of the historic statewide purchasing profile:

Quantity by Vehicle Type 2013 - 2014

| Vehicle Category | Vehicle Type | Quantity by Calendar Year | |
|----------------------------|---------------------------------|---------------------------|------------|
| | | 2013 | 2014 |
| General Passenger Vehicles | Mid-Size Sedan | 41 | 52 |
| | Full-Size Sedan | N/A (New QPA Category) | |
| | Hybrid Sedan | N/A (New QPA Category) | |
| | Mid-Size SUV | 34 | 15 |
| | Full-Size SUV | N/A (New QPA Category) | |
| | 12 Passenger Van | 8 | 0 |
| | Utility Van | N/A (New QPA Category) | |
| | Minivan | 0 | 2 |
| | Full-Size Pickup Truck, 1/2 Ton | 92 | 174 |
| | Full-Size Pickup Truck, 3/4 Ton | N/A (New QPA Category) | |
| | Full-Size Pickup Truck, 1 Ton | N/A (New QPA Category) | |
| Police Vehicles | Police Rated Pursuit Sedan | 260 | 41 |
| | Police Rated Pursuit SUV | N/A (New QPA Category) | |
| Mobility Vans | Small Transit Vehicle | 12 | 10 |
| | Large Transit Vehicle | 2 | 3 |
| | Low Floor Minivan | 9 | 32 |
| TOTAL | | 458 | 329 |

Top 10 Vehicle Make and Models 2013 - 2014*

| Make and Model | Quantity by Calendar Year | |
|--|---------------------------|------|
| | 2013 | 2014 |
| Ford F-150 Super Cab 4x4 | 72 | 157 |
| Dodge Charger (used as Police Rated Pursuit Vehicle) | 128 | 0 |
| Chevrolet Police Pursuit Vehicle (PPV) | 132 | 19 |
| Ford Fusion S | 41 | 52 |
| Ford F-150 Crew Cab 4x4 | 20 | 17 |
| Ford Explorer XL 4x4 | 33 | 12 |
| Chevrolet PPV 9C1 | 0 | 22 |
| Ford Econoline Wagon | 8 | 0 |
| Dodge Grand Caravan | 0 | 2 |

| | | |
|--------------|------------|------------|
| Ford Edge | 1 | 3 |
| TOTAL | 435 | 284 |

* Make and Model is not applicable for mobility van purchases. As such, mobility vans are not represented in the chart above.

In aggregate, the State purchased 329 vehicles in 2014. Since this number is based on past usage and may fluctuate up or down, the State is not in a position to guarantee that future purchasing will be at this level. Nevertheless, this amount is provided as an aid to vendors in responding to this RFP.

This figure is only an estimate and is not to be construed as an amount to be offered under this RFP.

1.4.3 Order Confirmation

The Contractor is required to provide an order confirmation to the Requesting Entity within two (2) business days from receipt of the Purchase Order, including item description (including vehicle make, model, model year, any add-on accessories and options), quantity, vehicle order number(s), contact information, purchase order number, unit price, extended price, delivery fees, total price, and the delivery date agreed to by the Contractor and the Requesting Entity.

Delivery Requirements

The State declares that time is of the essence and the delivery of the new vehicle(s) ordered by the projected delivery date is crucial to the Requesting Entity. The Contractor shall use commercially reasonable best efforts to maintain a Fill Rate of 100% delivery of new vehicles within the maximum delivery date range of 120 calendar days from Order Confirmation Date, or a date otherwise mutually agreed upon by the Requesting Entity and the Contractor. The Contractor shall use commercially reasonable best efforts to meet the requirements specified by each Requesting Entity and to deliver to all current and potential delivery sites or points of use within the State.

If for any reason the Contractor is unable to meet the maximum delivery date of 120 calendar days or the date that was otherwise mutually agreed upon for a vehicle, the Contractor shall be subject to consequential Invoice Credits and corrective actions as described in Sections 1.4.14 and 1.4.15.

The State requires that the Respondent certify on Attachment F – Technical Proposal that there will be no delivery charge for the following delivery locations: Marion County, INDOT Facility in Greenfield, and Camp Atterbury – DNR Quartermaster facility in Johnson County.

1.4.4 Report Submission Requirements

The Contractor shall provide IDOA with the reports listed below as well as any reports requested by the State on an ad hoc basis.

- a. **Monthly Sales Report:** The Contractor shall submit to IDOA a monthly sales report on the 15th of each month documenting the sales for the past month. Reports shall include, but are not limited to:
 - Requesting Entity Name
 - End-user Type (State Agency, School, Local Government, other)
 - Purchase Order Number and Date of Order
 - Estimated Date of Delivery
 - Vehicle model year, make, model and any other accessories or options purchased
 - Price per unit
 - Quantity ordered
 - Extended Price
- b. **Quarterly non-QPA Sales Report:** The Contractor shall submit to IDOA a quarterly report that documents any sales made to Indiana government customers but not under the auspices of this QPA. For example, the Contractor will include vehicles that are not an approved QPA model in this report. The report will contain the same data points and shall be in the same format as the monthly sales report.
- c. **Quarterly Performance Report:** The Contractor shall submit to IDOA a quarterly performance report on the 15th of each month, documenting the degree to which the Contractor met the performance metrics outlined in Section 1.4.14 over the past month.
- d. **Annual Other Governmental Bodies Report:** The Contractor shall submit to IDOA a quarterly report that documents any sales made to Other Governmental Bodies that falls under the auspices of this QPA.
- e. **Close-out Report:** The Contractor shall submit to IDOA a close-out report within one hundred twenty (120) days after the expiration of the contract. The close-out report must cover all sales now shown on the final monthly report and reconcile all errors and credits. If the Contractor reporting all sales and reconciled all errors and credits on the monthly sales report, then the Contractor should show zero (0) sales in the close-out report. The report will contain the same information and shall be in the same format as the monthly sales report.

All reports must be submitted in a Microsoft Excel template provided by IDOA at the start of the contract term.

1.4.5 Auditing

The State reserves the right to audit at any time the Contractor's dealer invoices, factory invoices, evidence of holdbacks and dealer incentives, customer incentives, published price lists, or any other evidence establishing the Contractor's net cost, upon request.

1.4.6 Vehicle Requirements

IDOA is soliciting the vehicle types listed in Attachment D – Cost Proposal. In that attachment, please refer to “Tab A. Vehicle Minimum Specifications” to review the minimum specifications of each vehicle type.

1.4.6.1 Vehicle Drivable Upon Delivery

All vehicles sold under this contract must be fully serviced as per the manufacturer’s pre-delivery recommendations and all equipment accessories and options are to be installed with the adjustments made that are required to prepare the vehicle for immediate and continuous operation. All necessary fluids must be filled to the maximum level. The gasoline tank must be at least one half (½) full. The exception is Mobility Vans, whose fuel tanks must contain at least three (3) gallons of fuel when delivered.

1.4.6.2 Advertisements on Vehicle

All vehicles sold under this contract must not have any advertisement or dealer logo of any kind affixed to the vehicle. Only information required by law shall be affixed to the vehicle.

1.4.6.3 Odometer Limit

All General Passenger and Police vehicles sold under this contract must be delivered or picked up with less than 175 miles on the odometer. All Mobility Vans sold under this contract must be delivered or picked up with less than 1,000 miles on the odometer. If the Contractor believes that a vehicle will have 175 miles or more on the odometer before delivery or pickup for General Passenger or Police Vehicles, or 1,000 miles or more for Mobility Vans, the Contractor must seek the written approval of the Requesting Entity and IDOA. The Requesting Entity and IDOA has the authority to reject any General Passenger or Police vehicle that has 175 miles or more on the odometer and any Mobility Van that has 1,000 miles or more on the odometer if the Requesting Entity and IDOA did not already agree to such mileage in writing.

1.4.7 Police Pursuit Sedan – State of Michigan Test

All of Police Pursuit Sedans offered under this contract shall meet the requirements of, and shall successfully pass, the vehicle test conducted by the Michigan State Police. Test results shall be made available by the Contractor, upon request of the State or any Requesting Entity. The requirement does not apply to the Police Pursuit SUV.

1.4.8 Required Tests for Police Vehicle Equipment Installation

The Indiana State Police, the Indiana Conservation Officers, and any other State law enforcement agency shall approve the installation of Contractor installed equipment prior to the delivery or pick up of police pursuit vehicles and police-rated pursuit SUVs. A test model of the vehicle shall be made available at the Contractor’s place of business for inspection and approval.

1.4.9 Liquefied Petroleum Gas (LPG) Fuel Authorized Conversion

As referenced in Attachment D – Cost Proposal, the State is requesting that the three types of Pickup Trucks have the option to be purchased as a LPG-capable vehicle. The Contractor must confirm in writing that the organization utilized by the Contractor to conduct the LP conversion process for each vehicle is certified by the vehicle's manufacturer. Please include documentation related to such certification, if you are bidding on one or more Pickup Truck.

1.4.10 Price Decrease Reciprocation

If, during the contract term, the Contractor's costs from the manufacturer for a vehicle, accessory, option or any other equipment or product sold under this contract decrease, the Contractor shall notify the State of such decrease pass along any cost savings to the State. In addition, the State shall receive any other incentives offered at the time of sale of each vehicle in addition to the guaranteed Incentives. Please see Section 2.5.1 (Pricing Structure) for additional information.

1.4.11 Timely Response to Inquiry

The Contractor shall respond to comments or questions from the State or any Requesting Entity within one (1) business day. For all unresolved questions older than two (2) business days, the Contractor shall contact the questioner and provide an estimated date of when the answer will be communicated. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in Section 1.4.15.

1.4.12 Order Due Date Notification and Guarantee

The Contractor is required to notify the State immediately when manufacturers' final order due dates are released. All orders received by the Contractor on, or prior to a manufacturer's final order due date shall guarantee delivery of the vehicle as described on the purchase order at the contract price. If a vehicle that is ordered before the manufacturer's order due date (as last communicated in writing to IDOA) is out of stock or out of production, the Contractor must honor the originally ordered vehicle's pricing on the newer year model or a functionally equivalent vehicle that is acceptable to the Requesting Entity.

If the Contractor provides a replacement vehicle that is acceptable to and approved by the Requesting Entity, but after the original delivery date or a revised date approved by the Requesting Entity, the Contractor will be subject to the Delivery and Pick Up Timeliness metric's Invoice Credit calculation as detailed in Section 1.4.14.

If the Contractor and the Requesting Entity cannot come to an agreement on a replacement vehicle that is acceptable to the Requesting Entity within five (5) business days, the Requesting Entity may cancel the order at no cost. The Contractor will also be subject to the Order Fill Rate metric's Invoice Credit calculation as detailed in Section 1.4.14.

1.4.13 Performance Metrics and Invoice Credits

The State has developed a set of performance metrics and targets, defined below, that the Respondent must meet or exceed in order to be in good standing on the contract. All pricing submitted through Attachment D (Cost Proposal) will need to reflect these performance metrics and targets. The Respondent will be scored on their ability to commit to meeting and exceeding these performance metrics and targets. The Contractor's performance for these metrics and the invoice credits will be reviewed quarterly by the State contract manager.

- **Metric 1: Delivery and Pick Up Timeliness**

Goal: (a) The Contractor delivers the ordered vehicle/accessories/options by the scheduled delivery date and, (b) for orders where the Requesting Entity plans to pick up the vehicle, the Contractor has the vehicle ready for pick up by scheduled pick up date.

Performance Target: Zero (0) days late on each order

Calculation:

Number of days that an order is delivered/available for pick up beyond the originally agreed upon delivery/pick up date

Invoice Credit: If the Contractor fails to meet the service level target, the Contractor will provide fifty dollars (\$50.00) in Invoice Credit on the affected order's invoice per calendar day late beyond the approved delivery/pick up date. There is, however, a five (5) calendar day grace period after the approved delivery/pick up date. If for any late order, the vehicle is still not delivered/ready for pick up after grace period ends, the Invoice Credit calculation will be triggered and will include the days of the grace period. For example a vehicle delivered 4 calendar days late will not incur an invoice credit, while a vehicle delivered 6 calendar days late will incur a \$300 invoice credit.

- **Metric 2: Order Accuracy**

Goal: Orders are filled correctly. Vehicles meet the order specifications and all requested accessories and options are included.

Performance Target: 98% or higher

Calculation: Number of orders that are correctly filled monthly divided by total number of orders placed monthly

Invoice Credit: If the Contractor fails to meet the performance target for three (3) consecutive months, the Contractor will be required to provide a future two percent (2%) Invoice Credit based on the value of the affected orders over that three month period.

- **Metric 3: Order Fill Rate**

Goal: The Contractor is able to fill orders for vehicles, options, and accessories placed before the manufacturer's order due date (as last communicated in writing to IDOA).

Performance Target: 100%

Calculation: Total number of orders filled monthly divided by total number of orders placed monthly

Invoice Credit: If the Contractor is unable to fill the order and if then the Contractor and the Requesting Entity cannot come to an agreement on a replacement vehicle/option/accessory that is acceptable to the Requesting Entity in a reasonable time period, then the Contractor must provide the Requesting Entity with a future Invoice Credit in an amount equal to three percent (3%) of the total value of the cancelled order.

Each future Invoice Credit stemming from Metrics 2 and 3 will remain available to the Requesting Entity for up to a year after the contract term ends and applied to the subsequent future orders until the Invoice Credit has been fully depleted.

In addition to the Invoice Credits, the Contractor may be subject to corrective actions in Section 1.4.15.

Per Section 1.4.5, The Contractor shall submit to IDOA a quarterly performance report on the 15th of each month, documenting the degree to which the Contractor met the performance metrics outlined in Section 1.4.14 over the past month. The Contractor will be allowed a sixty (60) calendar day grace period during the implementation phase of the contract to ramp up services, without scoring on the performance metrics above. After the sixty (60) calendar day grace period, tracking of each of the above performance metrics should begin, and the first report shall be due to the State contract manager one (1) month after the grace period ends. Once a final scorecard, which will include the above performance metrics, has been developed, the State contract manager will calculate a score for the contractor's overall performance.

1.4.14 Corrective Actions for Non-Compliance

- Non-compliance with General Contract Provisions
The State monitors certain quality and performance standards, and holds the Contractor accountable for delivering the scope of work and being in compliance with contract terms. The State accomplishes this by working collaboratively with the Contractor to maintain and improve programs, and not to impair Contractor stability. The State may enforce any of the remedies listed in this section if the Contractor is non-compliant with the contract.
- Non-compliance with Reporting Requirements
Reports submitted incorrectly or not delivered complete, on time, and in the correct reporting formats, as defined in Section 1.4.5 of the RFP document, constitute contractual non-compliance and the State may require corrective action(s) as described in this Section. The State may change the frequency of required reports, or may require additional reports, at the State's reasonable

discretion.

- Non-compliance with Service Level Agreements (SLAs)

The State has developed a set of SLAs, defined in Section 1.4.14, that the Respondent must meet or exceed in order to be in good standing on the contract. All pricing submitted through the Cost Proposal will need to reflect these SLAs. The Respondent will be scored on their ability to commit to meeting and exceeding these minimum SLA's. The SLAs will be reviewed quarterly by the State contract manager to identify any issues requiring immediate attention from the State and Contractor.

- Corrective Actions

In the event that the Contractor fails to meet contract requirements, performance requirements or reporting standards set forth in the Contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below. The State will provide written notice of non-compliance to the Contractor within sixty (60) calendar days of the State's discovery of such non-compliance.

If the State elects not to exercise any Corrective Actions in a particular instance, this decision must not be construed as a waiver of the State's right to pursue future assessment of that performance requirement and associated damages, including damages that, under the terms of the RFP or Contract, may be retroactively assessed.

The nature of the corrective action(s) will depend upon the nature, severity and duration of the deficiency and repeated nature of the non-compliance. The written notice of non-compliance corrective actions may be instituted in any sequence and include, but are not limited to, any of the following:

- Written Warning: The State may issue a written warning and solicit a response regarding the Contractor's corrective action.
- Formal Corrective Action Plan: The State may require the Contractor to develop a formal corrective action plan (CAP) detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction. The CAP must be submitted under the signature of the Contractor's chief executive (5) business days. Upon receipt of the CAP, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State. If the CAP is not acceptable, the State may provide suggestions and direction to bring the Contractor into compliance.

If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of \$2,500 from the Contractor in the form of a check with the supportive reporting model, unless the credit is waived by the State contract administrator.

- Contract Termination: The State reserves the right to terminate the contract pursuant to the contract termination clauses in the contract resulting from this RFP.

1.4.15 Quarterly Meeting

A quarterly meeting will take place among the Account Managers, State Agency Representatives, and the State Contract Manager to review the quality of service provided to the State by the Contractor. It is at this time that the State will score the Contractor on a variety of performance criteria, including, but not limited to, the performance metrics described in Section 1.4.14. The Contractor will also have the opportunity to provide the State with suggestions on how to improve its own processes relating to vehicles.

1.5 RFP OUTLINE

The outline of this RFP document is described below:

| Section | Description |
|--|---|
| Section 1 – General Information and Requested Products or Services | This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the State via this RFP |
| Section 2 – Proposal Preparation Instruction | This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal |
| Section 3 – Proposal Evaluation Criteria | This sections discusses the evaluation criteria to be used to evaluate respondents' proposals |
| Attachment A | M/WBE Participation Plan Form |
| Attachment A1 | IVBE Participation Plan Form |
| Attachment B | Sample Contract |

| | |
|---------------|---|
| Attachment C | Indiana Economic Impact Form |
| Attachment D | Cost Proposal Template |
| Attachment D1 | Accessory and Option Pricing Template |
| Attachment E | Business Proposal Template |
| Attachment F | Technical Proposal Template |
| Attachment G | Q&A Template |
| Attachment H | Mandatory Requirements |
| Attachment I | Mobility Van Specifications, Terms, and Conditions |
| Attachment J | Minority, Women and Veterans' Business Enterprise and Indiana Economic Impact Form Instructions |

1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing by the deadline of **3:00 p.m. Eastern Time** on August 28, 2015. Questions/Inquiries may be submitted in Attachment G, Q&A Template, via email to rfp@idoa.IN.gov and must be received by the time and date indicated above.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFP timetable established in Section 1.24. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of State agencies with current vehicle fleet operations. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.6.1 Question and Answer Period for Vehicle Minimum Specifications

If the Respondent would like to raise any questions related to the vehicle minimum specifications as described in Attachment D – Cost Proposal, Tab A. Vehicle Minimum Specifications, the Respondent should raise those questions and/or concerns during the Round 1 question process, according to the timeline in Section 1.24. Any subsequent questions on specifications must be submitted by the Round 2 question deadline, according to the timeline in Section 1.24.

1.7 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time** on September 21, 2015. Each Respondent must submit **one original CD-ROM (marked "Original")** and six (6) complete copies **on CD-ROM** of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. The **original** CD-ROM will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this CD may be posted on the IDOA website, (<http://www.in.gov/idoa/2462.htm>) if recommended for selection.** Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Eric Klinefelter
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

If you hand-deliver solicitation responses:

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St. (the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

If you ship or mail solicitation responses: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to

the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be sealed and clearly marked with the RFP number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on the date and time specified in Section 1.24 of this document. The pre-proposal conference will be held in the Indiana Government Center South Room 22. At this conference, potential respondents may ask questions about the RFP and the RFP process. Respondents are reminded that no answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State.

1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in Attachment B. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.12 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFP.

1.13 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal.

1.14 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFP.

The term of the contract shall be for a period of two (2) years from the date of contract execution. There may be two (2) one-year renewals for a total of four (4) years at the State's option.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must indicate so in the Transmittal Letter. Confidential Information must also be clearly marked in a separate folder on any included CD-ROM. The Respondent must also specify which statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

1.16 TAXES

Proposals should not include any tax from which the State is exempt.

1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to www.in.gov/idoa/2464.htm.

1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good

standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, it has been determined that there is a reasonable expectation of minority and woman business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore a contract goal of 8% for Minority Business Enterprises and 8% for Woman Business Enterprises have been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5.

Failure to address these requirements may impact the evaluation of your proposal.

1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. For this RFP, a form is required for each vehicle type the Respondent intends to include in their proposal. Instructions on how to complete the separate forms are included in Attachment J – Minority, Women, and

Veterans' Business Enterprise and Indiana Economic Impact Form Instructions. The Form(s) must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed M/WBE subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms, on or before the proposal due date
- Each firm may only serve as one classification – MBE, WBE or IVBE (see Section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Corporate Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount as a **percentage of the total cost for each vehicle type**, a description of products and/or services to be provided on this project and approximate date the subcontractor will

perform work on this contract. The signed letter (s) and the MWBE Subcontractor Commitment Form are to be submitted alongside the respondent's proposal. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount as a **percentage of the total cost for each vehicle type** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

1.22 INDIANA VETERANS BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT

In accordance with Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of Indiana Veterans Business Enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore, a contract goal of 3% for Indiana Veterans Business Enterprises has been established. There is expected to be separate IVBE Subcontractor Commitment Forms submitted alongside the Respondent's proposal for each vehicle type the respondent intends to include in their proposal. Instructions on how to complete the separate forms are included in Attachment J – Minority, Women, and Veterans' Business Enterprise and Indiana Economic Impact Form Instructions. The Form(s) must show that they are participating in the proposed contract and IVBE firms that meet the requirements listed at the Veteran's Business Program website (<http://www.in.gov/idoa/2862.htm>). If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVBE subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise VetBiz registry, on or before the proposal due date
- Must qualify as a Buy Indiana Business under designation 1, on or before the proposal due date. See section 2.7 for more information

- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVBE
- A Prime Contractor who is an IVBE must meet subcontractor goals by using other IVBE qualified firms. Qualified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the VetBiz directory <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

INDIANA VETERAN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVBE must accompany the IVBE Subcontractor Commitment Form. The signed letter(s) and the IVBE Subcontractor Commitment Form are to be submitted alongside the respondent's proposal. Each letter shall state and will serve as acknowledgement from the IVBE of its subcontract amount, subcontract amount **as a percentage of the total cost for each vehicle type**, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. In addition to the signed letter, a copy of the IVBE federal certification letter must be submitted. The State may deny evaluation points if the letter(s) are not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount **as a percentage of the total cost for each vehicle type** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State's IVBE Program. Questions involving the regulations governing the IVBE Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.

1.23 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of

the evaluation process, all Respondents will be informed of the evaluation team's findings.

Key RFP Dates

| Activity | Date |
|---|-----------------------------------|
| Issue of RFP | August 3, 2015 |
| Pre-Proposal Conference | August 14, 2015 at 10:00 AM EST |
| Deadline to Submit Round 1 Written Questions | August 18, 2015 at 3:00 PM EST |
| Response to Round 1 Written Questions | August 27, 2015 |
| Deadline to Submit Round 2 Written Questions | August 28, 2015 at 3:00 PM EST |
| Response to Round 2 Written Questions | September 4, 2015 |
| Submission of Proposals | September 21, 2015 at 3:00 PM EST |
| <i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i> | |
| Proposal Evaluation | TBD |
| Proposal Discussions/Clarifications (if necessary) | TBD |
| Oral Presentations (if necessary) | TBD |
| Best and Final Offers (if necessary) | TBD |
| RFP Award Recommendation | November 4, 2015 |

1.25 Removed by Agreement of the Parties

1.26 CONFLICT OF INTEREST

Any person, firm or entity that assisted with and/or participated in the preparation of this RFP document is prohibited from submitting a proposal to this specific RFP. For the purposes of this RFP "person" means a state officer, employee, special state appointee, or any individual or entity working with or advising the State or involved in the preparation of this RFP proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via CD-ROM should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc., must be separate stand alone electronic files on the CD-ROM. Please do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirement in listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 1 and Attachment D, Tab A. Vehicle Minimum Specifications of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses (see Section 2.3.5 for more information).

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal along with the title/role, an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.**

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

2.2.5 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." **The Business Proposal Template is Attachment E.**

2.3.1 Introduction (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization

includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

2.3.5 Contract Terms/Clauses

A sample contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. The other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in Attachment B.

If the Respondent wishes to suggest specific alternative wording for one or more of the non-mandatory clauses in Attachment B, without

changing the intent, these suggestions should be documented in this section of the Business Proposal. The Respondent's suggested language will be considered by the State. The State's willingness to consider alternative language does not change the requirement that the Respondent agree in the Transmittal Letter to the acceptance of the mandatory State clauses as written.

The Respondent should also disclose in this section of the Business Proposal any contract terms the Respondent strongly desires to change or add in any resulting contract. If the Respondent's proposal is conditioned on the State's agreement to a proposed change or additional contract term, that condition must be clearly documented in this section of the Business Proposal.

The State reserves the right to reject any and all requested changes and may preclude from any further consideration vendors who propose changes that are unacceptable to the State.

The mandatory contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondents response may be incorporated as part of the final contract

Please note that the State will only review or negotiate changes to contract clauses that are clearly identified in the Transmittal Letter. If there are no contract clauses identified Respondent is considered to have accepted the clauses as they are currently written.

For respondents that intend to include Mobility Van vehicle types in their proposal, please note that the Federal terms and conditions outlined in Section 2.6 of Attachment I – Mobility Van Specifications, Terms, and Conditions are also mandatory clauses and are non-negotiable.

2.3.6 References

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP in the last three calendar years. Information provided should include the name, address, and telephone number of the client facility and the name, title, phone/fax numbers, and email address of a person who may be contacted for further information. The State reserves the right to use the State's past experience with Respondent as a reference.

2.3.7 Registration to do Business

Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm>.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of

Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, aredding@idoa.in.gov, or you may reach her by phone at (317) 234-3542.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the

required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women Business information.

2.3.10 Evidence of Financial Responsibility

This section will indicate the ability to provide the mandatory evidence of financial responsibility.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.25.

2.3.11 General Information

Each Respondent must enter your company's general information including contact information.

2.3.12 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts. Please include specific clients, contract start and end dates, whether the Respondent was the prime or subcontractor, and approximate contract values, and the products sold to the client.

2.3.13 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples. Include specific clients, contract start and end dates, whether the Respondent was the prime or subcontractor, and approximate contract values, and the products sold to the client.

2.3.14 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Buy Indiana

Refer to Section 2.7 for additional information.

2.3.15 Removed by Agreement of the Parties

2.3.16 Pending Litigation Regarding Contract Disputes

Respondent shall provide a list of any pending litigation regarding contract disputes the Respondent's company is involved with. Respondent shall provide all details of the dispute without violating any confidentiality requirements.

2.3.17 Contracts Lost or Terminated

Respondent shall provide a comprehensive list of contracts held by their company that were lost or terminated within the last three (3) years. Respondent shall provide reasons for loss or termination, and contact information for those who held the contracts listed.

2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described in Attachment F. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State. **The Technical Proposal Template is Attachment F.**

2.5 COST PROPOSAL

The Cost Proposal Template is Attachment D.

The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

2.5.1 Pricing Structure

General Passenger and Police Vehicles

The State expects to pay for the vehicles that meet the minimum specifications under "Tab A. Vehicle Minimum Specifications." according to the following calculation:

| | | | | |
|------|---|--|--|------------------------|
| MSRP | - (Contract Discount Percentage X MSRP) | + Price of Aftermarket Installed Equipment | - Incentives (Guaranteed Incentives + any additional available incentives) | = State Purchase Price |
|------|---|--|--|------------------------|

The terms of the calculation are explained here:

- **MSRP:** The published manufacturer's suggested retail price for the vehicle and any necessary manufacturer installed accessories and/or options required to meet the minimum specifications in Attachment D – Cost Proposal, under "Tab A. Vehicle Minimum Specifications."
- **Contract Discount for Vehicle and All Accessories / Options (Contract Discount):** The guaranteed percentage discount off the MSRP that the Contractor will offer for a particular vehicle type, and all accessories and options offered for that particular vehicle type, throughout the life of this contract.
- **Aftermarket Installed Equipment:** The price the Contractor charges to install any necessary accessories and/or options after the vehicle is delivered by the manufacturer in order to meet the minimum specifications in Attachment D – Cost Proposal, under "Tab A. Vehicle Minimum Specifications." The cost of these items shall remain fixed throughout the life of the contract.
- **Guaranteed Incentives:** Additional price concessions to be subtracted from the Dealer Invoice price. These price concessions shall be inclusive of all Manufacturer-to-Dealer incentives, all Manufacturer-to-Consumer incentives, and any other incentive the dealer or a customer may receive from the purchase of a particular vehicle. The Incentives amount agreed to upon contracting will be the minimum incentive amount guaranteed to the State for a particular vehicle for the duration of the contract. The State shall receive any other incentives offered at the time of sale of each vehicle in addition to the guaranteed Incentives.

Mobility Vans

Mobility Vans will be priced using a flat Purchase Price with the awarded Contractor(s). To accurately reflect fluctuations in price, the State will utilize a Fixed Annual Price Increase (as stipulated in Attachment D – Cost Proposal) to amend Mobility Van Purchase Prices one year after the contract start date and for each subsequent year of the contract.

2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete separate "Indiana Economic Impact" forms (Attachment C) for each vehicle type the respondent intends to include in their proposal. Instructions on how to complete the separate forms are included in Attachment J – Minority, Women, and Veterans' Business Enterprise and Indiana Economic Impact Form Instructions. The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state. The amount entered in Line 16 "Total amount of this proposal, bid, or current contract" should match the amount entered in the Attachment D, Cost Proposal Template.

2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent's responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to <http://www.in.gov/idoa/2464.htm> and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to <http://www.in.gov/idoa/2464.htm> and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business' status. The registration process should be complete at the time of proposal submission.

Respondent must clearly indicate which preference(s) they intend to claim in the Business Proposal, Attachment E. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.

Defining an Indiana Business:

"Indiana business" refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment C) and include it with their response.

The following is the policy concerning items 4 & 5 described below. Appropriate documentation must be provided with your proposal response supporting either claim made below:

- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If a Respondent needs assistance in determining if its business qualifies under this criterion, please send an email inquiry to buyindianainvest@idoa.in.gov and you will receive a response within forty-eight (48) hours. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

SECTION THREE PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All

evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1** Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2** Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3** If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4** Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA for further action, such as contract negotiations. If, however, IDOA decides that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 103). For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

| Criteria | Points |
|---|--|
| 1. Adherence to Mandatory Requirements | Pass/Fail |
| 2. Management Assessment/Quality (Business and Technical Proposal) | 35 points |
| 3. Cost (Cost Proposal) | 40 points |
| 4. Indiana Economic Impact* | 5 |
| 5. Buy Indiana* | 5 |
| 6. Minority Business Enterprise Subcontractor Commitment* | 5 (1 bonus point is available, see Section 3.2.6) |
| 7. Women Business Enterprise Subcontractor Commitment* | 5 (1 bonus point is available, see Section 3.2.6) |
| 8. Indiana Veteran Business Enterprise (IVBE) Subcontractor Commitment* | 5 (1 bonus point is available, see Section 3.2.7) |
| Total | 100 (103 if bonus awarded) |

**Federal funding dictates that Mobility Vans are not subject to geographic preference. As a result, evaluations of Mobility Vans will not include Indiana Economic Impact, Buy Indiana, Minority Business Enterprise Subcontractor Commitment, Women Business Enterprise Subcontractor Commitment, or IVBE scoring.*

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 75 points. There will be separate Criteria 2 scoring for each of the three vehicle categories: General

Passenger Vehicles, Police Vehicles and Mobility Vans. There will be separate Criteria 3 scoring for each of the eleven types of General Passenger Vehicles, each of the two types of Police Vehicles, and each of the three types of Mobility Vans.

Each vehicle type will be worth 75 points in total for Criteria 2 and 3 combined. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 **ONLY**. This ranking will be used to create a “short list” for each vehicle type. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include a second “short list”.

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail

Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 2 categories cannot exceed 75 points.

3.2.2 Management Assessment/Quality - 35 points

3.2.3 Price – 40 points available

Cost scores will be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives all of the available points. The normalization formula is as follows:

Respondents Cost Score = (Lowest Cost Proposal / Total Cost Proposal) X 40

There will be separate cost score for each vehicle type for which the Respondent submits a proposal.

3.2.4 Indiana Economic Impact - (5 points)*

See Section 2.6 for additional information.

The total number of full time equivalent (FTE – please see Section 1.2 for a definition of FTE's) Indiana resident employees for the Respondent's proposal, to execute the scope of work proposed in this RFP, (prime contractor and subcontractors) will be used to evaluate the Respondent's Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most Indiana FTEs will be awarded 5 points. Points will then be awarded to the remaining Respondents proportionately. Please see Attachment C, Indiana Economic Impact Form, and Attachment J (Minority, Women and Veterans' Business Enterprise and Indiana Economic Impact Form Instructions) for more detailed instructions.

**Mobility Vans will not be scored on this portion of the evaluation*

3.2.5 Buy Indiana Initiative – (5 points)*

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 5 points in this category.

**Mobility Vans will not be scored on this portion of the evaluation*

3.2.6 Minority (5 points) & Women's Business (5 points) Subcontractor Commitment - (10 points).*

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in Section 1.20 of this RFP. Scoring is conducted based on an assigned 10-point, plus possible 2 bonus-points, scale (MBE: Possible 5 points + 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

| % | 1% | 2% | 3% | 4% | 5% | 6% | 7% | 8% |
|------|------|------|-------|-----|-------|------|-------|-----|
| Pts. | .625 | 1.25 | 1.875 | 2.5 | 3.125 | 3.75 | 4.375 | 5.0 |

**Mobility Vans will not be scored on this portion of the evaluation*

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)

If the respondent's commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

If the respondent's commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the respective MBE/WBE category both firms will receive 6 points.

Please see Attachment J (Minority, Women and Veterans' Business Enterprise and Indiana Economic Impact Form Instructions) for more detailed instructions.

3.2.7 Indiana Veteran Business Enterprise Subcontractor Commitment - (5 points).*

The following formula will be used to determine points to be awarded based on the IVBE goal listed in Section 1.22 of this RFP. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for IVBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established IVBE goal, the maximum points achieved will be awarded according to the following schedule:

| % | 0% | 0.6% | 1.2% | 1.8% | 2.4% | 3% |
|------|----|------|------|------|------|----|
| Pts. | -1 | 1 | 2 | 3 | 4 | 5 |

**Mobility Vans will not be scored on this portion of the evaluation*

NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)

If the respondent's commitment percentage is 0% for IVBE participation, a deduction of 1 point will be assessed.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the IVBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the IVBE category both firms will receive 6 points.

Please see Attachment J (Minority, Women and Veterans' Business Enterprise and Indiana Economic Impact Form Instructions) for more detailed instructions.

3.2.8 Qualified State Agency Preference Scoring

When applicable, pursuant to Indiana Code 5-22-13, a qualified state agency submitting a response to this RFP will be awarded preference points for Minority, Women's, and Indiana Veteran Business Enterprise equal the Respondent awarded the highest combined points awarded for such preferences in the scoring of this RFP.

The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

Exhibit E – Contractor's response to RFP16-011

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

SEE ATTACHED DOCUMENTS



Midwest Transit Equipment, Inc.
146 W. Issert Drive • P.O. Box 582
Kankakee, IL 60901
(800) 933-2412

September 18, 2015

Mr. Eric Klinefelter, Strategic Sourcing Analyst
Indiana Dept. of Administration
402 W. Washington St., Room W468
Indianapolis, IN 46204

Re: Request for Proposal 16-011

Dear Mr. Klinefelter:

Midwest Transit Equipment Inc. is pleased to be able to participate in the above RFP solicitation. We sincerely appreciate this opportunity.

Midwest Transit Equipment Inc. is a privately owned corporation with corporate office located in Kankakee, IL. We also have sales offices along with service and parts departments located at 4500 S. Indianapolis Rd., Whitestown, IN.

We have carefully reviewed and studied the complete RFP and addendums as issued. We further acknowledge and agree to the information provided in Section 1 and have the ability to supply the requested products/services per Section 1 and Attachment D. We are confident the equipment and services we are proposing will meet the requirements that the RFP sets forth and are willing and able to provide the requested equipment and services subject to the terms and conditions of the RFP.

Unless specifically noted in our response as exceptions, we will meet the required qualifications, standards and specifications of the RFP.

Midwest Transit Equipment is pleased to submit our proposal contained herein. We are offering several products for IDOA's consideration. Our base minivan proposed is the Dodge/Braun Entervan. As an option for the minivan we are also offering the MV-1 product. For the small and large transit buses our base bid we again are offering the ever popular Elkhart Coach bus. This is the same product IDOA/INDOT has been receiving over the last 4 years. Appropriate information and documentation is provided for each product offered in our proposal.

With our proposal is a separate envelope that contains our sealed and confidential financial information. Under Indiana Code 5-14-3-4 (a) (5) this financial information is "Confidential and Exempt from Disclosure" and should be considered as such.

Principal contact for this RFP is Dan Setty, Regional Sales Manager, 4500 S. Indianapolis Rd., Whitestown, IN 46075.
Ph: 866.466.1287; FAX: 317.769.2547; dan.setty@midwesttransit.com

Should there be any questions or the need for additional information or clarification of our proposal, please feel free to contact those persons we have identified in our proposal as contacts.

Thank you again for this opportunity and we sincerely hope that our proposal meets with the Authorities approval and that we may once again be favored with your business.

Respectfully,

Barry C. Huebner
President

RFP 16-011
TECHNICAL PROPOSAL
ATTACHMENT F

Instructions: Please provide answers in the yellow shaded areas to all questions. If you have attachment, please reference them in your response. Do not include cost figures in the technical proposal.

A. Compliance with RFP

Service Factors

1. **Order Confirmation (RFP Section 1.4.3):** How will you meet the requirements described in the RFP section shown in the parentheses?

Clearly describe any limitations you have to meeting any of the requirements.
Midwest Transit has an extensive internal ordering system called "Proced". This system tracks every aspect of an order from initial placing to delivery. It keeps track of various date milestones such as order date from customer, date order placed with factory, factory confirmation date, anticipated production start date, anticipated production completion date, estimated receipt of vehicle at our location and then finally delivery date to customer. This system is constantly updated to reflect and changes needed to the various milestone dates. Once an order is received by the Midwest Transit from IDOA, the internal order process and initiating order with the factory will occur within 5 business days as required by the amended RFP. Any and all pertinent information required by IDOA or procuring agency will be supplied in the time frame as required.

2. **Delivery Requirements (RFP Section 1.4.4):** How will you meet the requirements described in the RFP section shown in the parentheses?

Clearly describe any limitations you have to meeting any of the requirements.
As presented during the Q and A process of the RFP, it was noted that the 120 calendar day delivery time frame desired by IDOA after order confirmation date for mobility van category of vehicles ordered was very aggressive. While this time frame may be more representative of what one may expect for the other category of vehicles in this RFP, for vehicles that first require ordering a chassis and then doing a complete body build once chassis arrives such as the mobility van category of vehicles, 120 calendar days is unusual. Typical terms for the types of vehicles we are proposing is 90-120 days after receipt of chassis. We will make every possible commercially reasonable best effort to comply with the delivery time frames requested but it needs to be noted that longer time frames may and probably in some cases will be necessary. We will however keep IDOA and/or procuring agency informed of any delivery time frame issues. Finally order confirmation is contingent on contractor having all necessary information/documentation to process an order with the factories (i.e. any required end user chassis fleet identification numbers, matching PO's from end user, colors, or any other pertinent information necessary to file a complete order). Confirmation date determine/set one this is all in place.

3. Please provide the historical percentage of vehicles delivered / picked up within the timeframe agreed to at ordering for contracts your company has maintained over the last two years. Please describe any efforts you have undergone or are undergoing to try to improve this rate. While we do not keep records on the percentage of time units are delivered within agreed time frame, we would estimate it to be in the 95

percent range. However, it needs to be noted that virtually all of these have much longer agreed upon delivery timeframes than those as requested by IDOA. As mentioned above under #2, virtually all of our multi year term mobility van category type of products are presented with 90-120 day time frame for completed units after receipt of chassis. The start of build and delivery is always predicated on how soon the OEM chassis manufacturer is able to produce and ship the chassis that the buses or mini vans need to be built on. Once body manufacturer has the chassis they are in a much better position to control the delivery of the completed unit.

4. **Report Submission Requirements (RFP Section 1.4.5):** How will you meet the requirements described in the RFP section shown in the parentheses? Clearly describe any limitations you have to meeting any of the requirements.

The reports as requested by IDOA under section 1.4.5 are quite typical of other contracts of this nature. With our internal Procurement system, the reports as required "Monthly Sales Report", "Quarterly Performance Report", "Annual Other Governmental Bodies Report" and "Close-out Report" will pose not issue. Information will include that as listed under 1.4.5 and will be in a format designed for and acceptable to IDOA needs and submitted in a timely manner as specified in this section.

5. **Auditing (RFP Section 1.4.6):** How will you comply with the requirements described in the RFP section shown in the parentheses? Clearly describe any limitations you have to complying with any of the requirements.

Midwest Transit Equipment Inc. will be able to supply upon request supporting documents for the purpose of auditing that are not considered proprietary or confidential in nature

6. **Vehicle Requirements (RFP Section 1.4.7):** How will you meet the requirements described in the RFP section shown in the parentheses? Clearly describe any limitations you have to meeting any of the requirements.

Midwest Transit Equipment is submitting proposal on vehicles under the "Mobility Van Category" only. Tab "A" as noted in section 1.4.7 applies to vehicles not in the "Mobility Van Category" of vehicles. Tab "D" of Attachment "D" is the cost proposal and specifications that is applicable to our proposal. The only item listed in the pricing section of tab "D" that we will not be able to supply is pricing for "Diagnostic Scanner Tool" option. There are numerous types of scanning tools available that perform different types of testing. Without more specific information on these tools, it is hard to determine exactly what is required by IDOA. Other than this option, all other options as originally issued or amended are available and will be quoted

7. **Police Pursuit Vehicle State of Michigan Test (RFP Section 1.4.8):** How will you meet the requirements described in the RFP section shown in the parentheses? Clearly describe any limitations you have to meeting any of the requirements.

Not applicable as we are not bidding this product

8. **Required Tests for Police Vehicle Equipment Installation (RFP Section 1.4.9):** How will you meet the requirements described in the RFP section shown in the parentheses? Clearly describe any limitations you have to meeting any of the requirements.

Not applicable as we are not bidding this product.

9. **Liquefied Petroleum Gas (LPG) Fuel Authorized Conversion (RFP Section 1.4.10):** How will you meet the requirements described in the

RFP section shown in the parentheses? Clearly describe any limitations you have to meeting any of the requirements.
Not applicable as we are not bidding the category of vehicles that require this feature.

10. **Price Decrease Reciprocity (RFP Section 1.4.11):** How will you meet the requirements described in the RFP section shown in the parentheses? Clearly describe any limitations you have to meeting any of the requirements.

This section which references Section 2.5.1 applies to General Passenger and Police Vehicles only and is not applicable to the Mobility Van Category of vehicles Midwest Transit Equipment is proposing. So no further explanation is required.

11. **Timely Response to Inquiry (RFP Section 1.4.12):** How will you meet the requirements described in the RFP section shown in the parentheses? Clearly describe any limitations you have to meeting any of the requirements.

Any comments or questions posed by the will be responded to within one business day. If specific comments or questions require longer time to secure the appropriate information to adequately address the comments or questions, the State will be notified of this within 2 business days and an estimate of response time will be provide.

12. **Order Due Date Notification and Guarantee (RFP Section 1.4.13):** How will you meet the requirements described in the RFP section shown in the parentheses? Clearly describe any limitations you have to meeting any of the requirements.

Midwest Transit Equipment always notifies customers of any final order dates or production dates of the chassis required for the Mobility Van Category of vehicles. We are constantly monitoring this with our suppliers. However this does not mean that the OEM manufacturer will still be able to build the model year chassis as ordered. If the OEM order bank fills up, they close it and reverts all orders to the next model year chassis. In the event an order is placed by the State or other entity prior to final manufacturers order dates and for some reason the OEM chassis manufacturer cannot fill the order with current model year chassis, the order will be honored and filled with the next model year chassis when it becomes available. Pricing will be the same as originally ordered. In the event this should happen, it for sure will affect the time of delivery as there is typically a void from the end of one model year production to the startup of the next model year production. Respondent has no control over this. When the OEM chassis order bank fills up and they move the chassis to the next model year build, this typically results in delay in getting a chassis. In the event this happens, we feel that penalty for late delivery under 1.1.14 should be waived.

13. Please provide the Order Due Date for model year 2016 vehicles.

None of the manufacturers we are proposing have announced final order dates yet for the 2016 model year chassis. This requirement was revised per amendment and is no longer listed or required on pricing sheets in Attachment D, Tab D. However Midwest Transit Equipment will keep IDOA informed of final order dates, final production order dates or any pertinent information that is important to production of the OEM chassis as they are provided to us throughout the term of the contract.

14. **Performance Metric and Invoice Credits (RFP Section 1.4.14):** How will you meet the requirements described in the RFP section shown in the parentheses? Clearly describe any limitations you have to meeting any of the requirements.

Midwest Transit Equipment has reviewed section 1.4.14 in its entirety. **DELIVERY AND PICK UP TIMELINESS:** It is always our goal to have vehicles ready for delivery or customer pick up in compliance with the scheduled and agreed upon date for delivery or pickup. We

constantly monitor this for compliance. Our performance target is 100% for on time delivery. Any delays that are beyond the control of the contractor will be presented to IDOA and should not be counted against our performance target or the invoice credit as described in this section.

ORDER ACCURACY: Midwest Transit Equipment has very high standards and success rate for making sure vehicles, both chassis and bodies, are ordered correctly to meet specifications as well as any special ordered options. To accomplish this, we provide a very detailed order confirmation with features and options to the procuring entity for their review and approval. Internally orders are viewed for correctness by no less than two persons. Our past experience for order correctness on previous IDOA/INDOT contracts/orders has been extremely high and has exceeded the performance target of 98%. In the very few instances where there may have been an issue, we have always taken immediate action to correct any deficiencies to the customers' satisfaction. **ORDER FILL RATE:** Midwest Transit Equipment will be able to fill all placed orders for vehicles, options and accessories that are received from IDOA or other procuring agencies providing such orders include all required documents and order information to allow contractor to correctly order the vehicles, and that are received by the contractor no less than 5 business days before the final manufacturer's order dates provided to IDOA. These five days are necessary to allow for ample time to prepare, submit, and confirm orders submitted to the various manufacturers. Performance target of 100% is certainly achievable. We will prepare and submit in a timely manner all necessary reports as described to allow IDOA to track and evaluate the contractor's performance.

15. Corrective Actions for Non-Compliance (RFP Section 1.4.15): How will you meet the requirements described in the RFP section shown in the parentheses? Clearly describe any limitations you have to meeting any of the requirements.

Midwest Transit Equipment Inc. has carefully reviewed this section as well as section 1.4.5. The various reports as specified and required by IDOA pose no problem. We will work with IDOA or their designated agency/departments to create and generate reports that are in a format that is acceptable to IDOA as well as contain all pertinent information required to allow IDOA to evaluate the service levels provided by the contractor. Such required reports will be submitted in a timely and agreed to time frame. In the unlikely event the contractor does not complete, submit on time or in the acceptable format as required by IDOA, we do understand and agree that IDOA can take corrective action as specified in this section. We will aggressively work with IDOA to correct any deficiencies in a timely and acceptable means.

16. Quarterly Meeting (RFP Section 1.4.16): How will you meet the requirements described in the RFP section shown in the parentheses? Clearly describe any limitations you have to meeting any of the requirements.

Midwest Transit Equipment Inc. will comply and attend any and all quarterly meetings to discuss quality of service provided by the contractor per the covenants of the RFP. Where deemed necessary or valid we may also offer suggestions that may result in improving the processes in place. We are aware of no limitations here.

Account Management

17. Account Management Team Members

- Please provide an overview of the management and customer relationship team that will be responsible for managing the State relationship in the event of being awarded the State's business. Please include the following details:
- Designate an Account Manager who will serve as the primary point of contact. A backup secondary contact must also be identified.

Provide the name, mailing address, telephone number, fax number, and email address.

- c. Number of people in each position on the Account Team
- d. Short profiles of key personnel including experience with governmental and quasi-governmental accounts
- e. Reporting lines as well as responsibilities for each member of the team
- f. Organization arrangements to provide adequate service support
- g. Provisions in place for backup support for the Account Management Team
- h. Resume for each member of the proposed Account Management Team

See "EXHIBIT F-#1" attached to this section for response to this section.

18. Quarterly Meeting (RFP Section 1.4.16): How will you meet the requirements described in the RFP section shown in the parentheses?

Clearly describe any limitations you have to meeting any of the requirements.

This is the same question as # 16 above. Midwest Transit Equipment Inc. will comply and attend any and all quarterly meeting to discuss quality of service provided by the contractor per the covenants of the RFP. Where deemed necessary or valid we may also offer suggestions that may result in improving the processes in place. We are aware of no limitations here.

19. Problem Resolution/Escalation: What is your company's standard process for problem resolution, including standard response times? What is your company's standard process for problem escalation if the standard problem resolution process cannot resolve an issue? The escalation procedures should indicate the steps to be taken in response to a problem report, the contact information and title of the Respondent's employee(s) responding at each level, and the elapsed time before the next level of response is invoked.

Midwest Transit Equipment has a company policy that all inquiries regarding our products or issues with our products or services are responded to within 24 hours (excluding weekends and holidays.) of receipt. Initially the question, problem or issue is fielded by the respective department team (sales for equipment or contractual issues, service/parts department for vehicle issues) that are empowered to handle the issues and resolve. In the event the problem is something that cannot be resolved by the initial team or needs higher up management attention, it is immediately elevated, documented and channeled to the next level of management. Typically it is the brought before the President or Vice-President of Sales and Marketing who are also the dealer principals (owners) of Midwest Transit Equipment. When problems or issues need to be sent to them, it is done immediately and without delay. Since there are many variations of problems or issues, it is hard to determine exactly who within our organization will handle the issue and define herein. We have over 300 employees. A copy of our complete corporate structure is included with our proposal that clearly shows all individual of the management and sales team and hierarchy.

Other Documents

20. Specification Sheets: Please provide specification sheets and standard accessory / option sheets for each vehicle in your proposal.

These are provided and can be found under Tab 9 Item #11 (b) for Braun Entervan, Tab 10 Item #11(b) for MV1 van, Tab 11 Item 11 (b) for Elkhart Coach Bus (Small and Large Transits) of our proposal.

21. **Vehicle Warranty Information:** Please provide the manufacturer's vehicle warranty information for each vehicle in your proposal. These are provided and can be found under Tab # 9 Item #2 for Braun Entervan, Tab 10, Item #2 for MV1, Tab 11 Item #2 for Elkhart Coach Bus (Small and Large Transits) of our proposal.
22. **Recommended Maintenance Schedule Information:** Please provide the manufacturer's recommended maintenance schedule information for each vehicle in your proposal.
These are provided and can be found under Tab 9 Item #3 for Braun Entervan, Tab 10 Item #3 for MV1 van, Tab 11 Item 3 for Elkhart Coach Bus (Small and Large Transits) of our proposal.
23. **Intellichoice Profiles:** Please provide the Intellichoice (www.Intellichoice.com) vehicle profile, including the ownership cost sheet, for each vehicle in your proposal, if available. These documents are not required for Mobility Vans.
This is not applicable to the Mobility Van Category of vehicles that we are proposing. So no further information is required.
24. **Service Center Locations:** Please provide the physical address(es) for the locations of your service centers that will be serving the State, should the Requesting Entity need to have a vehicle serviced by your dealership.
See "Exhibit F-2" in this section for this information
25. **Aftermarket Installation:** Please provide the physical address(es) for the locations that will be installing any aftermarket accessories and options. Clearly indicate the names of the locations and which are owned by your company.
In the event any aftermarket equipment or options are required on the vehicles proposed, such items would be installed at Midwest Transit Equipment's location at 4500 S Indianapolis Rd., Whitestown, IN This location is owned by Midwest Transit Equipment Inc.

Exhibit "F-1"

Section 17

b.) The designated account manager who will be handling the complete implementation of a resulting contract To Midwest Transit Equipment Inc. is:

Dan Setty, Regional Governmental Sales Manager

Address: Midwest Transit Equipment Inc.
4500 S. Indianapolis rd.
Whitestown, IN 46075

Phone: 800.466.1287 office
815.351.7972 cell
317-769-2547 fax

Email: Dan.setty@midwesttransit.com

Back up personnel: Tom Baldwin, Director of Governmental Sales
(Dan Settys manager)

Address: 146 W. Issert Dr.
Kankakee, IL 60901

Phone: 800.933.2412 office
815.592.0006 cell
815.933.3966 fax

Email: tom.baldwin@midwesttransit.com

Additional backup: Kevin Mansfield, Asst. Director of Governmental Sales

Address: 146 W. Issert Dr.
Kankakee, IL 60901

Phone: 800.933.2412 office
815.592.0586 cell
815.933.3966 fax

Email: kevin.mansfield@midwesttramsit.com

c.) Number of personnel on account team

The governmental sales department division of Midwest Transit Equipment Inc. is comprised of three individuals. They are noted above under "b." above. These individuals are the ones responsible for preparing and submitting bids, RFP's or quotes to any Federal, State or local division of Government. Any award contracts/orders that are received will be administered by this team. This team is also responsible for filing any contractual documents that are required

For any resulting contract awarded to our company, the sales team is then further supported by our internal order department (6 persons), accounting department (5 persons), Board of Directors (2), Whitestown Indiana location personnel (approx. 37 people). See tab #4, Exhibit E-#1 for corporate structure charts showing more detail.

d.) Individual Profiles of the three member account team

Tom Baldwin, Director of Governmental Sales

Tom has been in the transportation business for over 40 years. Upon completing his education at Olivet Nazarene University in Bourbonnais, IL he took a position of Fleet Manager with KAL Leasing Co, in Kankakee, IL. KAL was a nationwide vehicle leasing company providing leasing of cars, school buses and trucks. He then went into the automobile business as a salesman with promotions to used car manager, finance manager, sales manager and eventually general manager. In 1981 he took a position with Midwest Transit Equipment Inc. as Commercial Sales Consultant where his responsibilities included promoting and generating sales in the commercial bus market. With the huge growth of the company he was promoted Commercial Bus Sales Manager. As the company further grew, the commercial bus department was divided into two divisions, Commercial Sales and Governmental Sales. Tom's desires were to handle governmental sales at which time he became the Director of Governmental Sales for the company and a position he maintains to this day. Under his direction there are two other employees as mentioned in "b." above. Tom has had extensive experience with all forms of governmental agencies including State DOT's (Illinois, Indiana, Missouri and Michigan) as well as local divisions of governments. References on some of these can be found under tab 4 section #2.

Kevin Mansfield, Asst. Director of Governmental Sales

Kevin started his career with Midwest Transit Equipment in August 2014, his fourth year in the transportation industry, after spending 20 years in Banking and Insurance. Kevin comes to Midwest Transit with a degree in Economics bringing along with him his attention to detail and responsiveness to customer satisfaction.

Kevin over the last 12 months has been involved in several sizeable bid projects including.....

- MODOT-Missouri Department of Transportation for narrow and wide body paratransit shuttle buses
- PACE Vanpool Program Vehicles
- MACOG-Michiana Area Council of Governments for Trolley-Like or Trolley Replica Buses
- Cook County Government-Prisoner Transport Buses

In addition to state bids, Kevin specializes in working with governmental entities including but not limited to Special Recreations Associations, Park Districts, Colleges and Universities, Municipalities and Townships.

Dan Setty, Regional Governmental Sales Manager

Dan has been in the bus transportation business for over 30 years. He has a degree in business from Southwestern Michigan Collage in Dowagiac MI. After receiving his degree he accepted a position with Conrail Railroad as manager of the Signal Department in the Elkhart Rail Yard. In 1985 he accepted a position with Goshen Coach Bus Manufacturing as manager of the Service Department. After several years he moved into sale as a regional sale manager. After 9 years he accepted a position with Startrans Bus as a regional sales manager, where his responsibilities included maintaining 28 different dealers. In 2013 he accepted a position with Midwest as regional sale manager of the Low Floor Bus Division and in 2014 also moved into the Governmental Sales Division. Dan has extensive experience in both bus manufacture and dealer sales. During his tenure at Startrans Bus he worked with 28 different dealers in 28 states administering State or local governmental entity bids and RFP's. Since his move to Midwest Transit Equipment Inc. he has worked very closely with IDOA/InDOT on the current contract that is valid until February 2016 as well as numerous divisions of local governmental agencies throughout the state of Indiana.

e.) Reporting Lines:

Listed below is a hierarchy of reporting lines of the personnel in preparing and administering a contract that may result from our proposal

Dan Setty: Dan reports directly to Tom Baldwin or Tom's assistant Kevin Mansfield. Dan is responsible for the preparing, in conjunction with upper management, any bids or RFP's. He is also responsible for the administering any resulting contracts with regards to receiving orders, placing orders both internally and with the respective factories, working with procuring entity on keeping them apprised of the order process and time frames, delivering of final products and preparing and submitting any required reports or documents necessary to fulfill the contract/order requirements.

Tom Baldwin: Tom is responsible for overseeing all bid and RFP preparation and submission and works in conjunction with the other team members. He monitors all progress and compliance with any contracts. He also monitors and reviews all orders received and placed by the sales team to assure accuracy and completeness as well as reporting documents that may be required by the contract. He works with the sales team to address and handle any issues or problems that may occur.

Kevin Mansfield: Kevin act as Tom Baldwin's assistance and will also work the account manager Dan Setty in monitoring and administering any and all aspects of the RFP and any resulting contracts.

f.) Organization arrangement to provide adequate service support.

As mentioned above, the management team responsible for all aspects of submitting our proposal and executing any resulting contract(s) and orders as a result of our submission will be handled in its entirety about the Account Management Team of Dan Setty, Kevin Mansfield and Tom Baldwin. These are the point people to contact for support. For warranty, service and parts support, we have supplied complete organizational flow charts of all departments including our service, parts and warranty team that will act as service support agents for our company. These charts can be found under Tab #4 Exhibit E#4. In addition we have supplied numerous locations and contact information to secure warranty, service and parts support. This information can be found under tabs 9, 10 and 11 item #11 – g.

g.) Back up support for management team;

In the event that it is necessary to contact other responsible people other than identified as the account management team above, the following individuals can act as back up support.

Jim Bridgewater Jr. Secretary/Treasurer and VP of Sales and Marketing and
Dealer Principal/Owner

Contact info: Phone: 800.933.2412

Email: jim.bridgewater@midwesttransit.com

Barry Huebner: President and Dealer Principal/Owner

Contact info: Phone: 800.933.2412

Email: barry.huebner@midwesttransit.com

h.) Resumes of the Account Management Team;

This can be found under "d" above.

EXHIBIT "F-2"

SERVICE LOCATIONS

Midwest Transit Equipment Inc. has full sales, service and parts facility located in Whitestown, IN (on I-65 just north of Indianapolis) at 4500 S. Indianapolis Rd. This location is responsible and prepared to handle any and all sales, parts and service related body and associated equipment issues, questions or warranty claims for the entire State of Indiana. From this location we can dispatch field service trucks throughout the State of Indiana.

Service phone: 800.466.1287; brad.knight@midwesttransit.com

There are three other Midwest Transit Equipment facilities located in close proximity to the State of Indiana that are also full service and parts and warranty location that provide service assistance in Indiana. They provide in house service or field service. They are:

Midwest Transit Equipment Inc. 146 W. Issert Dr., Kankakee, IL 60901. This facility is just across the State line and capable of handling service in North/Northwest Indiana. Offers field service trucks

Service phone: 866.428.7362; ray.nichols@midwesttransit.com

Midwest Transit Equipment Inc., 19725 Van Dam Rd., South Holland, IL 60473. This facility is just across the Indiana State line in Northwest Indiana and capable of handling service in North/Northwest Indiana. Offers field service trucks.

Service phone: 800.813.5970; bill.thurn@midwesttransit.com

Midwest Transit Equipment Inc. 15580 US HWY 27, Marshall, MI 49068. This facility is just north of the Indiana/Michigan State line in central Michigan and is capable of handling service in North/Northeast Indiana. Offers field service trucks.

Service phone: 80.487.9782; dave.davis@midwesttransit.com

Also we have two field service technicians that operate out of their homes. They have service trucks them at all times. One is located in Morroco, IN and one is in Paris, IL just across the State line from Terre Haute.

In addition to these company locations there are numerous other facilities in Indiana to assist with service/parts issues as noted below.

Braun Products: Ramps, Wheelchair Lifts, Low Floor Minivan (Entervan)

North Region: Braun Corp. 631 W. 11th Street, Winamac, IN 46996.

800.488.0359; andy.connor@braunability.com

They are the manufacture of the Braun Entervan product and wheelchair lifts installed in the Small and Large Transits.

Central Region: Handled by Midwest Transit Equipment Inc. :

800.466.1287; brad.knight@midwesttransit.com

Southern Region: Superior Van and Mobility, 2218 Contractors Dr., Evansville, IN 47715

812.402.8267; eengelau@superiorvan.com

MV-1 Product: Optional Low Floor van proposed

North Region: MV-1, 105 N. Niles Ave., South Bend, IN 46617

877.681.3678; service@MV-1.us

Central Region: Midwest Transit Equipment , 4500 s. Indianapolis Rd., Whitestown, IN

800.466.1287; brad.knight@midwesttransit.com

Southern Region: Handled by Midwest Transit Equipment

800.466.1287; brad.knight@midwesttransit.com

In addition, we can also work with any operator to have service performed locally at a service facility of their choice. They simply need to contact us with the information and we will set it up with the repair facility to act as our agent for any body or associated equipment warranty or routine service repairs.

Regarding warranty repair and service for the OEM chassis (Dodge, Ford, Chevrolet), there are many factory authorized service facilities throughout the State of Indiana to handle chassis related items.

OEM Chassis Warranty and Repair: There are several hundred locations throughout the State of Indiana to handle service and warranty repairs on the OEM chassis and components (Ford, Dodge, Chevrolet) and too many to list here. Owner can visit www.ford.com, www.dodge.com, www.gmcertified.com and go to "Find A Dealer" and enter City, State or ZIP and a complete listing of local dealers will be provided. Many of these dealerships we will also be able to work

with for body and associated equipment repairs and service. Listed below are a few dealerships in the three Warranty Service Area Map as issued by IDOA.

North Region:

Ford: Harold Ziegler Ford, 2525 Bypass Rd., Elkhart, IN 46514
888.694.8618 traydsialak@ziegler.com

Chevrolet: McCormick Motors, 1255 W. Market, Nappanee, IN 46550
574.285.2033 jrudhman@mccormickmotors.com

Dodge: Braun Chrysler Dodge, 1101 S. Monticello, Winamac, IN 46996
866.980.5220 jeff.reed@braunautogroup.com

Central Region:

Ford: Andy Mohr Truck Center, 1301 S. Holt Rd., Indianapolis, IN
317.244.6811 mhicks@andymohr.com

Chevrolet: Andy Mohr Speedway Chevrolet, 5252 W. 38th St., Indianapolis, IN 46254
317.429.0380 clowe@andymohr.com

Dodge: Tom O'Brien Chrysler Dodge, 4630 E, 96th St., Indianapolis, IN 46240
888.515.5441 mfise@obrienauto.com

South Region:

Ford: Bloomington Ford, 2200 S. Walnut St., Bloomington, IN 47404
812.331.2200 btownfordcharlie@gmail.com

Chevrolet: John Jones, 1351 W. State Rd., Scottsburg, IN 47170
888-583-9042 rjohnson@gmcindy.com

Dodge: Town and Country Chrysler Dodge, 2200 S. Walnut St., Bloomington, IN 47401
877.937.9967 mclarke@autovest.com

**RFP 16-011
MANDATORY REQUIREMENTS
ATTACHMENT H**

The Mandatory Requirements indicate the minimum requirements that all Respondents must adhere to in order to be considered as a responsive Respondent. All Respondents must state their ability and willingness to meet these Mandatory Requirements in their Transmittal Letter and in this attachment of their proposal. Failure to do so will be considered grounds for disqualification from further consideration.

Instructions: In the yellow shaded boxes, please confirm the Respondent's ability to meet each Mandatory Requirement.

Respondent Name:

MIDWEST TRANSIT EQUIPMENT INC.

| Minimum Requirement | Respondent Meets Minimum Requirement? (Yes/No) |
|---|---|
| 1. The State requires that each Respondent be able to meet award criteria. The Respondent must certify that all vehicles offered in this RFP are new vehicles and are not used, previously owned, or certified pre-owned vehicles. No discontinued, refurbished, rebuilt, or remanufactured equipment will be accepted, unless otherwise permitted by the State. | YES |
| 2. The State requires that each Respondent be licensed to do business in the State, as required by State law. | YES |
| 3. If the Respondent is submitting a proposal for Mobility Vans, the State requires that due to federal funding guidelines, should any of the State's Terms and Conditions conflict with the Federal terms and conditions (as listed in Attachment J), the Federal terms and conditions will prevail. If the Respondent is not submitting a proposal for Mobility Vans, please mark "N/A" in the column to the right. | YES |
| 4. The State requires there will be no delivery charge for the follow delivery locations: Marion County, INDOT facility in Greenfield, Camp Atterbury - DNR Quartermaster facility in Johnson County. | YES |
| 5. The State requires that vehicles offered by each Respondent must be in production and available for sale at the time of proposal due date, as defined in Section 1.24 of the RFP document. | YES |
| 6. The State requires that all vehicles offered by each Respondent must have published capabilities, accessories and options. Respondents must submit a copy of the specification and accessories/options sheets for each vehicle proposed, along with the pricing for such capabilities, accessories and options, with their proposal. | YES See Tabs # 9, 10 and 11 Item #1 for this information |
| 7. The State requires that for each vehicle proposed, the | YES |

| Minimum Requirement | Respondent Meets Minimum Requirement? (Yes/No) |
|--|---|
| Respondent must provide the manufacturer's vehicle warranty information with their proposal. | See Tabs # 9, 10 and 11 Item #2 for this information |
| 8. The State requires that for each vehicle proposed, the Respondent must provide the manufacturer's recommended maintenance schedule information with their proposal. | YES See Tabs # 9, 10 and 11 Item #3 for this information |
| 9. The State requires that the Respondent provide the Intellichoice (www.Intellichoice.com) profile for each vehicle proposed, if available. | Not available or applicable to Mobility Van Category |
| 10. The State requires that the Respondent properly respond to at least one vehicle category, as defined in Section 1.4.4 of the RFP document. To properly respond to a vehicle category, the Respondent must provide pricing and all other required documentation for: a) <u>At least 6 vehicle types</u> in the General Passenger Vehicles category; b) and/or <u>ALL</u> vehicle types in the Police Vehicles category; c) and/or <u>ALL</u> vehicle types in the Mobility Vans category. | Yes Quoting Mobility Van category of vehicles |
| 11. The State requires that the Respondent certify that each vehicle proposed meets the minimum specifications within Attachment D – Cost Proposal, Tab A. Vehicle Minimum Specifications | YES |
| 12. The State requires that the Respondent certify that each vehicle proposed shall include full-size spare tire per OEM specifications. | YES |
| 13. The State requires that the Respondent certify that all proposed vehicles are to be equipped with standard equipment related to the safety and operation of the vehicle. These items include, but are not limited to: exterior side fold-away mirrors, rear view mirror with day/night, tilt steering wheel, front and back bumpers, antilock brakes, seatbelts, driver and front passenger air bags, and jack and tire tools. Any Respondent attempting to strip or remove what otherwise would be considered necessary standard equipment and features on a vehicle may be disqualified and the proposal removed from consideration. | YES See Tabs # x, x and x Item #4 for certification |
| 14. Certificates of Ownership shall be made out to: Indiana Department of Administration 402 W Washington St. Room W478 Indianapolis, IN 46204 | YES |
| 15. Certificate of Ownership, ST108's, Odometer Statement, and Bill of Sale/Title must be provided before payment can be processed. | YES |
| 16. The State requires that the Respondent certify that no dealer plates are to be issued with any vehicles purchased under this contract. | YES See Tabs # 9, 10 and 11 Item #5 for certification |

| Electronic Approval History | | | | |
|-----------------------------|---------|------------------|-----------------------|---------------------------|
| | User ID | Approver Name | Datetime | Description |
| 1 | B229694 | | 03/04/2016 8:40:29AM | Agency Fiscal Approval |
| 2 | L241203 | Kellam,Lisa Erin | 03/04/2016 10:07:13AM | IDOA Procurement Approval |
| 3 | M292915 | Kent,Matthew W | 03/04/2016 10:08:31AM | SBA Approval |
| 4 | A233897 | Davidson,Alice A | 03/04/2016 10:15:34AM | Attorney General Approval |
| 5 | D288568 | Hannah,Donald L. | 03/07/2016 8:54:11AM | Attorney General Approval |
| 6 | S210690 | Gard,Susan W | 03/07/2016 8:59:06AM | Attorney General Approval |